

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

1/20/2011

LEASE NO.

GS-08P-14375

THIS LEASE, made and entered into this date by and between OXFORD DEVELOPMENT COMPANY

Whose address is ONE OXFORD CENTRE
301 GRANT STREET, SUITE 4500
PITTSBURGH, PA 15219-6400

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- The Lessor hereby leases to the Government the following described premises:
A total of 161,730 rentable square feet (RSF) consisting of approximately 127,000 rentable square feet of warehouse space to provide between 133,000 and 150,000 cubic square feet of record storage capacity in accordance with the Solicitation for Offers (SFO) No. 8CO2140 attached hereto and approximately 34,730 rentable square feet of office space and related space, which yields 161,730 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed and known hereinafter as the [REDACTED] BUILDING, Interstate 25 and Baseline Road/Local Route 7, Broomfield, Colorado 80516- as more fully described on the Site Map and Legal Description, Exhibits "A" and "B" respectively, attached to and made a part of this Lease, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 100 parking spaces for exclusive use of Government employees and patrons.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about August 1, 2011 but not later than 485 days from Award for a term of twenty (20) years, subject to termination and renewal rights as may be hereinafter set forth.
- ~~The Government may terminate this lease [in whole or in part] at any time on or after Month XX, 20XX by giving at least XX days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~
THIS PARAGRAPH INTENTIONALLY DELETED

CONTINUED ON PAGES 2 & 3

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

OXFORD DEVELOPMENT COMPANY

BY

Scott Pollock

(Signature)

Scott Pollock
Vice President of Development

(Title)

IN PRESENCE OF

[Signature]

(Signature)

One Oxford Centre - Suite 4500
301 Grant Street, Pittsburgh, PA 15219

(Address)

UNITED STATES OF AMERICA

BY

Joseph D. McPherson

(Signature)

Leasing Contracting Officer, General Services
Administration (Official Title)

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4. The Government shall pay the Lessor annual rent as in the RENT SCHEDULE' attached to and made a part of this Lease as Exhibit "C" payable monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

OXFORD DEVELOPMENT COMPANY
ONE OXFORD CENTRE
301 GRANT STREET, SUITE 4500
PITTSBURGH, PA 15219-6400

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8CO2140 dated October 9, 2009, as amended.
 - B. Build out in accordance with standards set forth in SFO 8CO2140 dated October 9, 2009, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. Lease term to begin on date of initial occupancy which shall be between August 1, 2011 or 485 days from award, whichever is earlier. All tenant alterations to be completed no later than 485 days from award. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following Exhibits and Attachments are attached and made a part hereof:
- Exhibits:
- A. Building Site Map - 07.20.10
 - B. Property Description
 - C. Rental Schedule
 - D. Proposed Floor Plan - 07.20.10

Attachments:

- A. Solicitation for Offers 8CO2140 dated October 9, 2009 consisting of 60 pages, and Amendment No. 1 dated November 24, 2009 consisting of 2 pages, Amendment No. 2 dated December 8, 2009 consisting of 2 pages, Amendment No. 3 dated July 19, 2010 consisting of 2 pages and Amendment No. 4 dated July 28, 2010 consisting of 1 page.
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) consisting of 33 pages
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) consisting of 7 pages
- D. Seismic Certification - New Building consisting of 2 pages
- E. General Building Requirement for the [REDACTED], Rocky Mountain Region Facility, Denver, Colorado dated October 2009 consisting of 36 pages and Exhibits:
 - a. [REDACTED] Rocky Mountain Region Facility Space Table - Oct 2009 consisting of 7 pages
 - b. [REDACTED] 1571 with Appendices A and B consisting of 16 pages
 - c. 36CFR1228 Subpart K Apx A B 9-28-05 consisting of 37 pages
 - d. NRG New Facility Adjacencies Diagram - Oct 2009 consisting of 4 pages
 - e. [REDACTED] Denver Facility Cleaning Schedule consisting of 5 pages
 - f. FIPS PUB 201-1, Personal Identity Verification (PIV) of Federal Employees and Contractors dated March 2006 consisting of 88 pages
 - g. [REDACTED] IT Security Methodology for Physical and Environmental Protection dated September 5, 2008 consisting of 33 pages (2 blank pages removed from original SFO document)
 - h. Integrated Pest Management Policy consisting of 11 pages
 - i. Shelving:
 - 1. Shelving, Storage and Display, Steel, Interchangeable, Nut and Bolt Type consisting of 20 pages
 - 2. Shelving, Storage and Display, Steel, Clip Type consisting of 13 pages
 - 3. Profile of 15-Box High FRC Shelf Storage consisting of 1 page
 - 4. Lighting Shelving Layout consisting of 2 pages
 - 5. FRC Shelving Drawing consisting of 1 page
 - 6. Shelving Specifications consisting of 2 pages

7. Sources for Shelving Meeting [REDACTED] / Federal Specifications consisting of 1 page
F. Unit Price List consisting of 2 pages
G. Form B, Document Security - Notice to Prospective Bidders/Offerors

7. ~~In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$X,XXX,XXX.XX (XXX,XXX USF x \$XX.XX) shall be amortized through the rent for XX years at the rate of XX%. The total annual cost of Tenant Improvements for the amortization period shall be \$XXX,XXX.XX. THIS PARAGRAPH INTENTIONALLY DELETED~~
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government is established as 100%.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$278,600.00 /annum (\$1.72 /RSF).
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.00000 (161,730 RSF/161,730 USF).
11. In accordance with the SFO Paragraph entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The base amount is established as \$215,739.00 for the building. The percentage of occupancy is 100.00%.
12. ~~In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$X.XX/USF for vacant space (rental reduction). THIS PARAGRAPH INTENTIONALLY DELETED~~
13. ~~In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$XX.XX per hour for the entire building or any portion thereof. THIS PARAGRAPH INTENTIONALLY DELETED~~
14. ~~Security costs in the total amount of \$XXX.XX shall be amortized through the rent for XX months at the rate of XX%. THIS PARAGRAPH INTENTIONALLY DELETED~~
15. The Lessor hereby waives restoration.
16. In accordance with the SFO paragraph entitled *Tenant Improvements, Paragraph 3.3*, and *Tenant Improvement Rental Adjustment, Paragraph 3.4* of the SFO, Tenant Improvements necessary for buildout are included in the total rental amount provided in paragraph 4 of the lease. Tenant Improvements that exceed the scope of work will be paid in accordance with *Tenant Improvement Rental Adjustment, Paragraph 3.4* of the SFO. If amortized, the tenant improvements will be amortized over the 20-year term of the lease at the rate of 5.5%.
17. The Lessor plans to transfer ownership of the site and building on or about the date of acceptance of the space by the Government to the entity known as:

The Oxford Fund [REDACTED] - Broomfield, LLC c/o Oxford Development Company, One Oxford Center, 301 Grant Street, Suite 4500, Pittsburgh, PA 15219.

John B.S.