

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT NO. 1

DATE:

4-7-11

TO LEASE NO. GS-08P-14304

ADDRESS OF PREMISES: Corporate Park at Stonegate – Building #2
15690 Parkerhouse Road
Parker, Colorado 80134-9675

This agreement made and entered into this date by and between **Ascendant Capital Partners CPS, LLC**

whose address is: 1165 S. Pennsylvania St. #110
Denver, Colorado 80210-1546

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended,

March 22, 2011

as follows:

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 1, to lease GS-08P-14304, is to adjust the rental rate, to revise the amortized Tenant Improvement Allowance and Building Security Amortization, to identify a lump sum payment for tenant improvement overages and to issue a notice-to-proceed (NTP) for tenant improvements in the facility located at Corporate Park at Stonegate, Building #2, 15690 Parkerhouse Road, Parker, Colorado 80134-9675.

This Supplemental Lease Agreement No. 1, represents your official Notice to Proceed with the reimbursable items describe below in Paragraph 4 of this SLA.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. Paragraph 3 is deleted in its entirety and the following is substituted therefore:

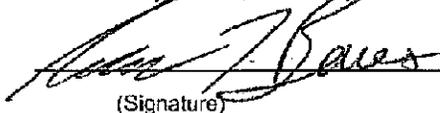
"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

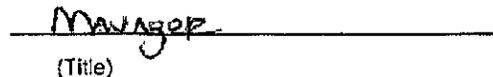
Months	Annual Shell	Annual Cost of Services	Annual Taxes	Annual Tenant Improvement Amortization	Annual Building Security Amortization	Total Annual Rent	Total Monthly Rent
1 – 12	\$238,353.32	\$36,164.00	\$34,425.00	\$2,490.96	\$0.00	\$311,433.28	\$25,952.7733
13 – 24	\$244,320.32	\$36,164.00	\$34,425.00	\$2,490.96	\$0.00	\$317,400.28	\$26,450.0233
25 – 36	\$250,287.32	\$36,164.00	\$34,425.00	\$2,490.96	\$0.00	\$323,367.28	\$26,947.2733
37 – 48	\$256,560.32	\$36,164.00	\$34,425.00	\$2,490.96	\$0.00	\$329,640.28	\$27,470.2333
49 – 60	\$262,833.32	\$36,164.00	\$34,425.00	\$2,490.96	\$0.00	\$335,913.28	\$27,922.7733

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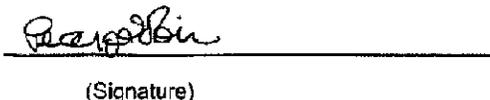
All other terms and conditions of the lease shall remain in force and effect. **IN WITNESS WHEREOF**, the parties subscribed their names as of the above date.

LESSOR: Ascendant Capital Partners CPS, LLC


(Signature)

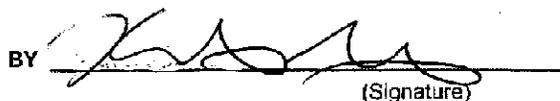

(Title)

IN PRESENCE OF


(Signature)

1165 S. PENNSYLVANIA ST. #110
DENVER, CO 80210
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, MOUNTAIN PLANS SERVICE CENTER.

BY 
(Signature)

CONTRACTING OFFICER
(Official Title)

The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8CO2362. Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Ascendent Capital Partners CPS, LLC
1165 S. Pennsylvania St. #110
Denver, CO 80210-1546

2. Paragraph 7 of the Lease shall be deleted in it's entirety and replaced with the following:

"7. The tenant buildout will conform to the specifications in SFO 8CO2362 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$10,000.00 are amortized for a period of 60 months at 9.0%. The amortized tenant buildout costs are \$0.162807 per rentable square foot."

3. Paragraph 8 of the Lease shall be deleted in it's entirety without substitution.

4. The following Paragraph 18 shall be added to the Lease:

"18. REIMBURSABLE ITEMS: The Lessor hereby agrees to provide, install and maintain the Tenant Improvements per the final construction documents dated January 28, 2011. The total cost of the Tenant Improvements shall not exceed \$281,737.00. The Lessor shall also provide, install and maintain an Emergency Back-up Generator described in Attachment 1 (1 page) of Supplemental Lease Agreement Number 1. The total cost of the Generator shall not exceed \$112,643.00. The Government agrees to reimburse the Lessor up to \$281,737.00 for the Tenant Improvements and up to \$112,643.00 for the Generator upon completion and acceptance by the Government and upon receipt of an acceptable itemized invoice from the Lessor:

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The Vendor receiving payment shall issue two separate invoices. Additionally the invoices shall include a unique invoice number and cite the following PDN number PS19946 for the Tenant Improvements and PS19945 for the Generator [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

5. Paragraph 15 of the Lease shall be deleted in it's entirety and replaced with the following:

"15. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the "Aggregate Lease Value" for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit.

Initials	
Gov't RC	Lessor CS

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Gross Rent is \$25,952.77 minus the Commission Credit of [REDACTED] First Month's adjusted Gross Monthly Rental Payment is [REDACTED]

Second Month's Gross Rent is \$25,952.77 minus the Commission Credit of [REDACTED] Second Month's adjusted Gross Monthly Rental Payment is [REDACTED]

END OF SLA NO. 1

Initials	
Gov't RG	Lessor [Signature]