

SUPPLEMENTAL LEASE AGREEMENT
Number 3

Lease Number: GS-08P-14438

Date:

Colorado Plaza Towers, Tower 2
621 17th Street, 4th Floor
Denver, CO 80293-0621

THIS AGREEMENT, made and entered into this date by and between 621 17TH STREET OPERATING COMPANY, LLC

whose address is 633 17TH Street, Suite 1650, Denver, CO 80202-0621

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

WHEREAS, the parties hereto desire to amend the above Lease to reflect the rent effective October 1, 2010 and lump sum damages to be paid to the Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1st, 2010 as follows:

The following paragraph is deleted in its entirety and replaced with the following:

3. Effective October 1, 2010, the Government shall pay the Lessor annual rent of \$702,023.37 at the rate of \$58,501.95 per month in arrears for years 1-4 and \$783,315.00 at the rate of \$65,276.25 per month in arrears for years 5-6, including the 60 on-site reserved spaces. Rent for a lesser period shall be prorated.

Rent Breakdown (Years 1-4)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$11.00	\$349,965.00	\$29,163.75
Operating Cost	\$8.85	\$281,562.75	\$23,463.56
Parking Cost	\$3.62	\$115,200.00	\$9,600.00
Adjustment for Vacant Premises*	(\$1.41)	(\$44,704.38)	(\$3,725.37)
Full Service Rent	\$22.07	\$702,023.37	\$58,501.95

*The Adjustment for Vacant Premises will be deducted from the rent until the Government occupies the space. This will be documented in a Supplemental Lease Agreement.

Rent Breakdown (Years 5-6)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$12.15	\$386,552.25	\$32,212.69
Operating Cost	\$8.85	\$281,562.75	\$23,463.56
Parking Cost	\$3.62	\$115,200.00	\$9,600.00
Full Service Rent	\$24.62	\$783,315.00	\$65,276.25

Rent checks shall be payable to:

621 Street Operating Company, LLC
633 17th Street, Suite 1650
Denver, CO 80202-0621

The following statement is hereby added to Paragraph 25:

"The Commission Credit shall not be deducted from the rent until the space is occupied by the Government. This paragraph will be modified to reflect the correct months commission credits will occur in a Supplement Lease Agreement showing Government acceptance of the space."

Paragraph 27 is hereby added:

"27. The Government hereby agrees to reimburse the Lessor to pay as damages, an amount of \$44,163.09 broken out as follows: Architectural Drawings = \$13,682.80, Engineering Drawings/Services = \$23,000.29, and Project Management Fees = \$7,480.00. This payment in no way limits the Lessor's ability to submit claims for consideration as it relates to future assessed damages to be discussed at a later date. Payment shall be forwarded to:

621 17th Street Operating Company, LLC
633 17th Street, Suite 1650
Denver, CO 80202-0621

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0018594 [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."

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, 621 17TH STREET OPERATING COMPANY, LLC

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

(Official Title)