

**SUPPLEMENTAL LEASE AGREEMENT**

Number 1

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 a change in floors, normal business hours and parking specifications.

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

The following paragraphs are deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:
31,815 rentable square feet (r.s.f.), yielding approximately 27,426 ANSI/BOMA Office Area square feet and related space located on the 4th Floor at Colorado Plaza Towers, Tower 2 and the Link Building, 621 17th Street, Denver, CO 80293-0621, together with sixty (60) onsite, reserved parking spaces, as depicted on the attached Floor Plans (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
3. The Government shall pay the Lessor annual rent of \$746,727.75 at the rate of \$62,227.31 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 checks shall be payable to:

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

7.b) Special Requirements, "2009 Design Guide" (pages 1 – 194)

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on October 1, 2010 through September 30, 2016, subject to termination rights as may be hereinafter set forth.

15. **Overtime Usage:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (5:00 am – 7:30 pm, Monday through Friday, 7:00 am – 12:00 pm Saturday and except Federal Holidays ("Normal Hours")), at a rate of \$120.00 per hour. The Lessor will not charge the Government if the Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building



Manager located at 1961 Stout Street, Denver, CO 80294-1961 Attn: Christy Alkire, to receive payment. The Building's Normal Hours are from 6:00 am to 6:00 pm Monday through Friday and 7:00 am - 12:00 pm on Saturdays. The Government will be charged for an additional 2.5 hours of overtime usage per day at a cost of \$6,500.00 per month (\$78,000.00 annually) to be paid via lump sum payment. Lessor must submit an invoice per the invoicing instructions above.

16. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer," is \$1,200,336.02. The Tenant Improvement Allowance shall be amortized over the four (4) year firm term of the lease agreement at an interest rate (amortization rate) of 8.0% per year. The Tenant Improvement Allowance is not included in the rental rate and can be used at the Government's discretion. The Government will make a lump sum payment for all Tenant Improvements upon acceptance of the space.

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, 821 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)