

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

(Page 1 of 3)

DATE:

10/07/10

TO LEASE NO. GS-08P-14489

ADDRESS OF PREMISES **Denver Place**  
**999 18<sup>th</sup> Street**  
**Denver, CO 80202**

THIS AGREEMENT, made and entered into this date by and between

**LBA Realty Fund III-Company III, LLC**

whose address is **17901 Von Karmen Ave., Suite 950**  
**Irvine, CA 92614-6333**

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 effective

August 17, 2010

as follows:

Paragraph 1 is hereby deleted in its entirety and replaced with the following:

"The Lessor hereby leases to the Government the following described premises:

A total of 83,971 rentable square feet (RSF) of office and related space, which yields 73,720 ANSI/BOMA Office Area square feet (USF) of space on the 4<sup>th</sup> floor South Tower, South Terrace and North Terrace; the 3<sup>rd</sup> floor South Terrace and North Tower, Suite 1380- South Tower; and Suite 321 North Terrace; of the building at Denver Place, 999 18<sup>th</sup> Street, Denver Colorado, 80202 to be used for such purposes as determined by the General Services Administration. The distribution of space shall be as follows:

AGENCY	SPACE LOCATION	RSF	ABOA
	4 <sup>th</sup> Floor South Tower	12,251	10,732
	4 <sup>th</sup> Floor South Terrace	18,813	16,570
	4 <sup>th</sup> Floor North Terrace	18,606	16,397
<b>Total</b>		<b>49,670</b>	<b>43,699</b>
	3 <sup>rd</sup> Floor South Terrace	17,957	15,854
	3 <sup>rd</sup> Floor North Tower	12,498	10,948
	Suite 321- North Terrace	2,362	1,977
<b>Total</b>		<b>32,817</b>	<b>28,779</b>
<b>Total</b>	Suite 1380- South Terrace	<b>1,484</b>	<b>1,242</b>
<b>Total Lease Space</b>		<b>83,971</b>	<b>73,720</b>

Included in the rent at no additional cost to the Government are 17 on-site structured parking spaces consisting of: ten (10) on-site reserved structured and secured parking spaces, one (1) handicapped space and five (5) non-reserved structured spaces for the exclusive use of Government."

Paragraph 2 is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 17, 2010 through August 16, 2013 for [REDACTED] located in suite 1380. The remaining space to be added upon acceptance and completion in a phased occupancy (anticipated dates are listed in rental schedule). All space will adhere to a three year, three year firm schedule with start and end dates dependent on phased move in schedule and construction completion."

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor monthly in arrears in accordance with the following table;

Date	USF	RSF	Shell	Operating Costs	Annual Rent	Monthly Rent
8/17/2010- 9/30/2010	1,242	1,484	\$ 19,528.95	\$ 7,568.40	\$ 27,097.35	\$ 2,258.11
10/01/2010-11/30/2010	30,021	34,301	\$ 451,389.81	\$ 174,935.10	\$ 626,324.91	\$ 52,193.74
12/01/2010-8/16/2013	73,720	83,971	\$ 1,105,030.57	\$ 428,252.10	\$ 1,533,282.67	\$ 127,773.56
8/17/2013-9/30/2013	72,478	82,487	\$ 1,085,501.62	\$ 420,683.70	\$ 1,506,185.32	\$ 125,515.44
10/01/2013-11/30/2013	43,699	49,670	\$ 653,640.76	\$ 253,317.00	\$ 906,957.76	\$ 75,579.81

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period of time shall be prorated. Rent shall be made payable to:

LBA Realty Fund III-Company III, LLC  
17901 Von Karmen Ave., Suite 950  
Irvine, CA 92614-6333"

Paragraph 14 is hereby deleted in its entirety and replaced with the following:

"In accordance with Paragraph 2.5 (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] per rentable square foot per year of firm term ("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 2.5, 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. 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 full (all space occupied) month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First FULL Month's Shell is \$92,085.88 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Second FULL Month's Shell is \$92,085.88 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED]."

Paragraph number 21 is hereby added to the lease.

"REIMBURSABLE ITEMS: The Government agrees to reimburse the Lessor \$2,869,652.40 for the tenant improvement build out. The Lessor hereby agrees to complete and maintain all tenant improvements according to the lease agreement. Upon completion and acceptance of the project by the government, and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

**LBA Realty Fund III-Company III, LLC**

**17901 Von Karmen Ave., Suite 950**

**Irvine, CA 92614-6333**

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0017117** [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](http://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. Separate invoices should be submitted for each PDN number for proper process and payment."

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: **LBA REALTY FUND III-COMPANY III, LLC,**  
a Delaware limited liability company

By: **LBA Realty Fund III, L.P.,**  
a Delaware limited partnership,  
its sole Member and Manager

By: **LBA Management Company III, LLC,**  
a Delaware limited liability company,  
its General Partner

By: **LBA Realty LLC,**  
a Delaware limited liability company,  
its Manager

By: **LBA Inc.,**  
a California corporation,  
its Managing Member

By:   
Name: Phil A. Belling  
Title: Authorized Signatory

IN PRESENCE OF

  
(Signature)

17901 Von Karmen Ave. #950  
Irvine, CA (Address) 92614

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

BY   
(Signature)

CONTRACTING OFFICER  
(Official Title)