

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

DATE:

1-13-12

TO LEASE NO. GS-08P-14566

ADDRESS OF PREMISES

13922 Denver West Parkway  
Lakewood, CO 80401-3142

THIS AGREEMENT, made and entered into this date by and between DENVER WEST OFFICE LEASING COMPANY, LLC  
whose address is 1546 Cole Blvd, STE 150  
Lakewood, CO 80401-3142

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

WHEREAS, the parties hereto desire to amend the above Lease: Leased square footage, Lease effective date, Annual rent, Termination Rights, Percentage of Occupancy, Common Area Factor, and Increase of rent for TIs.

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

Lease is amended, effective November 30, 2011 as follows:

Paragraph number 1 is hereby deleted and replaced with the following:

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

A total of 57,310 rentable square feet (RSF) of office and related space, which yields 53,636 ANSI/BOMA Office Space Area square feet (USF) of space at Denver West Office Building No. 54 at 13922 Denver West Parkway, Lakewood, CO 80401-3142 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 148 surface parking spaces."

Paragraph number 2 is hereby deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2011 and continuing through November 30, 2021 subject to termination and renewal rights as may be hereinafter set forth."

Paragraph number 3 is hereby deleted and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$1,289,475.00 (\$22.50/RSF) at the rate of \$107,456.25 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DENVER WEST OFFICE LEASING COMPANY, LLC  
1546 COLE BLVD, STE 150  
LAKEWOOD, CO 80401-3146"

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, DENVER WEST OFFICE LEASING COMPANY, LLC

BY Ryan R. Towle  
NAME Ryan R. Towle  
TITLE General Manager  
DATE 1-13-12

IN PRESENCE OF

[Signature]  
(Signature)

1546 Cole Blvd. Lakewood, CO 80401  
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY [Signature]  
(Signature)

CONTRACTING OFFICER  
(Official Title)

Paragraph number 4 is hereby deleted and replaced with the following:

"The Government may terminate this lease in whole or in part at any time on or after December 1, 2016 by giving at least 150 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."

Paragraph number 9 is hereby deleted and replaced with the following:

"9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established at 91.36% (57,310 USF / 62,729 RSF)."

Paragraph number 11 is hereby deleted and replaced with the following:

"11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as approximately 1.0685 (53,636 USF / 57,310 RSF)."

Paragraph number 15 is hereby deleted and replaced with the following:

"15. Rental Schedule:

Dates	Years	Rentable SF	Shell Rent	Taxes (base)*	Operating Rent**	Tenant Improvements	Annual Rent
12/01/2011 - 11/30/2021	1 to 10	57,310.00	\$ 766,601.84	\$ 175,644.16	\$ 347,229.00	\$0.00	\$ 1,289,475.00

\*Tax base is subject to adjustment in accordance with Paragraph 4.2 of SFO 9CO2348.

\*\*Operating rent is subject to annual escalation in accordance with Paragraph 4.3 of SFO 9CO2348."

Paragraph number 17 is hereby incorporated to the lease:

"17. In the interest of time, this SLA is being executed to allow rental payments to begin. The parties acknowledge that there remains an outstanding issue related to Tenant Improvements in the amount of \$69,957.14. The execution of this SLA by the parties does not affect each party's ability to negotiate and assert a position regarding the inclusion of that amount in future rental payments. However, since this SLA is being executed at the Lessor's request and acknowledgement of unresolved matters, no interest shall accrue or be applied to the \$69,957.14 under the Prompt Payment Act. The parties shall proceed to negotiate in good faith to expeditiously resolve this outstanding Tenant Improvement issue."

INITIALS:

LESSOR

& GOVT