

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

SUPPLEMENTAL AGREEMENT NO. 1

DATE:

2/17/11

TO LEASE NO. GS-08P-14444

ADDRESS OF PREMISES Denver Place
999 18th Street, Suite 1155
Denver, CO 80202-1838

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

LBA REALTY FUND III- COMPANY III. LLC

whose address is

**17901 VON KARMAN AVE #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 amended,

March 14, 2011

as follows:

Paragraphs 1, 2, 3, 4, 7, and 8 are hereby deleted in their entirety and replaced with the following:

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

A total of 2,714 rentable square feet (rsf) of office and related space, which yields 2,271 ANSI/BOMA office area square feet (USF) of space, also known as 1155 North Tower located at DENVER PLACE, 999 18TH STREET, DENVER, CO 80202-1838."

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 14, 2011 and continuing through March 31, 2021, subject to termination and renewal rights as may be hereinafter set forth."

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

Term	Monthly Rent	Annual Rent
March 14, 2011 through March 13, 2016	\$5,487.46	\$65,844.45
March 14, 2016 through March 31, 2021	\$6,024.67	\$72,296.00

The gross rental rate stated above includes the following:

Term	Shell Rent Annual	Operating Rent Annual	Taxes Annual	Tenant Improvement Annual
March 14, 2011 through March 13, 2016	\$41,564.90	\$14,423.99	\$8,802.21	\$1,053.35
March 14, 2016 through March 31, 2021	\$49,069.80	\$14,423.99	\$8,802.21	\$0.00

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LBA Realty Fund III: Company III
17901 Von Karman Ave #950
Irvine, CA 92614-6333"

"4. The Government may terminate this lease in whole or in part at any time on or after March 31, 2016 by giving at least 120 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."

"7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$4,651.50 shall be amortized through the rent for five years at the rate of 5.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$1,053.35."

"8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 0.30%."

76 26

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: Scott J. E. President
Title: Vice President

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

BY


(Signature)

CONTRACTING OFFICER

(Official Title)