

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3 TO LEASE NO. GS-08P-14373 (LC014373)	DATE 7/20/2011												
ADDRESS OF PREMISES: Southeast Corporate Center 11900 East Cornell Avenue Aurora, Colorado 80114-6201														
<p>THIS AGREEMENT, made and entered into this date by and between DCI AURORA VENTURE, LLC, whose address is:</p> <p style="margin-left: 40px;">DCI Aurora Venture, LLC 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207-3139</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the Premises originally was comprised of (a) a Training Center containing approximately 83,124 rentable square feet (RSF) of office and related space, and (b) a Data Center containing approximately 5,626 RSF.</p> <p>WHEREAS, the parties hereto desire to terminate the Lease with respect to the Data Center and a portion of the Training Center (the "Terminated Space", as more particularly described on <u>Exhibit A</u>, attached hereto and made a part hereof), and to amend the Lease pursuant to the additional terms as set forth below.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2011:</p> <p>Paragraphs 1, 3, 9, 10, 13 and 17 are hereby deleted and replaced with the following:</p> <p>"1. The Premises shall be comprised of a total of 80,857 RSF of office and related space, which yields 71,860 ANSI/BOMA Office Area square feet (OASF) of space, 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 200 parking spaces, which includes 40 reserved parking spaces for the exclusive use of Governmental vehicles.</p> <p>"3. The Government shall pay the Lessor annual rent (subject to operating expense increases in accordance with the Lease) of <u>\$2,183,623.87</u> at the rate of \$ <u>181,968.66</u> per month in arrears in accordance with the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Date</th> <th>Shell (Annual)</th> <th>Cost of Services (Annual)</th> <th>Tenant Improvement Allowance (Annual)</th> <th>Total Annual Rent</th> <th>Total Monthly Rent</th> </tr> </thead> <tbody> <tr> <td>9/1/11 - 3/23/21</td> <td>\$1,111,873.26</td> <td>\$531,639.76</td> <td>\$540,110.85</td> <td>\$2,183,623.87</td> <td>\$181,968.66</td> </tr> </tbody> </table> <p>Rent for a lesser period shall be prorated. Rent shall be made payable to:</p> <p style="margin-left: 40px;">DCI Aurora Venture, LLC 1950 N. Stemmons Freeway, Suite #1000 Dallas, TX 75207-3139"</p> <p>"9. In accordance with the SFO paragraph titled <i>Percentage of Occupancy</i>, the percentage of Government occupancy shall be 44.038081% (80,857 RSF / 183,607 RSF)."</p> <p>"10. In accordance with the SFO paragraph titled <i>Operating Costs</i>, the base amount for operating costs shall be \$531,639.76 (\$6.375061 per 80,857 RSF)."</p> <p>"13. In accordance with the SFO paragraph titled <i>Tax Adjustment</i>, this lease is subject to real estate tax adjustment. The base amount for real estate taxes for the Premises shall be \$198,100.59.</p> <p>"17. The Lessor shall be solely responsible, at the Government's sole cost and expense, for all construction for the initial build-out and any and all future alterations to the Premises, including, without limitation, the selection of contractors and subcontractors, entering into all contracts, and overseeing such construction. Reasonable fees, not to exceed 15%, for such oversight shall be paid to Lessor."</p> <p>Paragraphs 23 and 24 of the SF-2, all references to the Data Center in the SFO, and Attachment H to the Lease are hereby deleted in their entirety.</p> <p style="text-align: center;">(Continued on following page.)</p>			Date	Shell (Annual)	Cost of Services (Annual)	Tenant Improvement Allowance (Annual)	Total Annual Rent	Total Monthly Rent	9/1/11 - 3/23/21	\$1,111,873.26	\$531,639.76	\$540,110.85	\$2,183,623.87	\$181,968.66
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Paragraphs 27 and 28 are hereby incorporated into the Lease:

"27. **Condition of the Terminated Space.** Notwithstanding anything contained in the Lease or this SLA to the contrary, from and after the Terminated Space Termination Date, neither party shall thereafter have any obligation or liability to the other arising under or with respect to the Terminated Space except those that specifically survive expiration or termination of the Lease; provided, however, that (a) each party is and shall continue to be liable to the other party for any and all obligations of the covenanting party accruing under the Lease through the Terminated Space Termination Date, (b) the Government's liabilities existing as of or with respect to any period of time on or prior to the Terminated Space Termination Date shall survive such date, and (c) each party's obligations to perform on or after the Terminated Space Termination Date under this SLA shall survive the Termination Date. Immediately upon the Terminated Space Termination Date, the Lease shall terminate with respect to the Terminated Space without payment of damages, expenses, penalty, termination fee or any other compensation or consideration whatsoever between the Lessor and the Government except as set forth on Exhibit B, attached hereto and made a part hereof. The parties acknowledge and agree that, as of July 15, 2011, the entire Terminated Space has been vacated by the Government in the condition required pursuant to the Lease."

"28. **Full and Complete Resolution.** In consideration for the Lessor's agreement to terminate the Lease early with respect to the Terminated Space pursuant to this SLA, the Lessor shall be entitled to retain all payments made by the Government prior to the Terminated Space Termination Date as set forth on Exhibit B. The Government acknowledges that timely and complete payment of such amounts is a material term of this Amendment and is a condition precedent to the occurrence of the Terminated Space Termination Date. The parties acknowledge that such amounts are intended to fully satisfy the Government's obligations to pay the Lessor for (i) any and all obligations of the Government arising under the Lease or otherwise with respect to the Terminated Space prior to the Terminated Space Termination Date, and (ii) the Lessor's agreement to allow the early termination of the Lease with respect to the Terminated Space. The Government and Lessor acknowledge and agree that the terms and conditions of this SLA are intended to, and shall serve as, full, final and complete resolution of any and all claims (regardless of the specific inclusion, exclusion, or alleged non-waivability of any specific provision of the Lease) related to the Terminated Space and the Government hereby relinquishes, releases, waives and forever discharges, for itself, its successors, assigns, agents, and affiliates, its rights to bring any allegations, disputes, claims or suits with respect to the Terminated Space or any issues related thereto. The Government acknowledges, admits and stipulates that the Government's execution of this SLA is acceptance of the terms hereof as resolution in full of any and all amounts relating to the Terminated Space and any and all issues related thereto. The Government further acknowledges that Lessor would not have entered into this SLA but for such acknowledgement by the Government of such full and complete resolution. The Government represents and warrants that it has no knowledge of any other claims or issues arising under the Lease, as of the date hereof. Finally, the Government hereby confirms that any show cause letter, cure notice, request for adequate assurances, or other implied or actual allegation by the Government that Lessor was not in compliance with any term or condition of the Lease in relation to the Terminated Space is/are hereby withdrawn and any open Government requests, whether verbal or in writing, with respect to the same shall be deemed by the parties to have been satisfied by Lessor; the Government further acknowledges that this partial termination in connection with the Terminated Space has been agreed to by the parties voluntarily through arms-length negotiations."

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: By: DCI AURORA VENTURE, LLC, a Delaware limited liability company

BY

IN PRESENCE OF

(Signature)

(Signature)

PRESIDENT

(Title)

1950 STEMMAN Fwy, Suite 600, Dallas, TX 75207

(Address)

UNITED STATES OF AMERICA, BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer

(Official Title)