

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE:
	TO LEASE NO. LCO14456	

ADDRESS OF PREMISES Atrium III, 6162 S. Willow St
Englewood, Colorado, 80011-5114

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

6162 South Willow Drive- Englewood, LLC

whose address is c/o iStar Financial, Inc
13355 Noel Road, Suite 900
Dallas, TX 75240-6602

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,	August 1, 2011	as follows:
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This SLA is issued to expand the premises and modify the following paragraphs to the lease:

I. Paragraph 1 of the Lease shall be deleted and replaced with the following:

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

A total of 68,363 rentable square feet (RSF) of office and related space, which yields 59,107 ANSI/BOMA Office Area square feet (USF) of space on the second [REDACTED], hereinafter referred to as Tenant A) and third floor ([REDACTED] hereinafter referred to as Tenant B) of the building at Atrium III, 6162 S. Willow Street, Englewood, Colorado, 80011-5114 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 10 on-site structured parking spaces, and 189 on-site surface parking spaces for the exclusive use of Government employees. "

II. Paragraph 2 of the Lease shall be deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 14, 2011(Tenant A) and August 1, 2011 (Tenant B) through January 13, 2021, subject to termination and renewal rights as may be hereinafter set forth."

III. Paragraph 3 of the Lease shall be deleted and replaced with the following:

"3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Annualized						
Months	Shell	Cost of Services	Taxes	Tenant Improvement Allowance*	Building Specific Security	Total Annual Rent
1/14/2011-7/31/2011	\$ 471,435.12	\$ 246,998.50	\$ 159,648.64	\$ 198,495.74	\$ 121,871.27	\$ 1,198,448.27
8/1/2011-1/13/2014	\$ 613,899.74	\$ 321,531.70	\$ 207,823.52	\$ 198,495.74 *	\$ 121,871.27	\$ 1,463,621.97
1/14/2014-1/13/2016	\$ 682,262.74	\$ 321,531.70	\$ 207,823.52	\$ 198,495.74 *	\$ 121,871.27	\$ 1,531,984.97
1/14/2016-1/13/2017	\$ 682,262.74	\$ 321,531.70	\$ 207,823.52	\$ 198,495.74 *	\$ -	\$ 1,410,113.70
1/14/2017-1/13/2021	\$ 750,625.74	\$ 321,531.70	\$ 207,823.52	\$ 198,495.74 *	\$ -	\$ 1,478,476.68

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*Tenant Improvement Allowance will be adjusted starting on August 1, 2011 based on the build out costs of Tenant B's space on the third floor of Atrium III."

IV. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time after January 13, 2016 (Tenant A) or August 31, 2017 (Tenant B) by giving at least 90 days' notice in writing 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."

V. Paragraph 8 of the Lease shall be deleted in its entirety and replaced with the following:

"8. In accordance with provisions of Paragraphs 4.2 Tax Adjustment, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers 7CO2048, the following parameters are established:

- (a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at approximately \$4.7033 per rentable square foot. The base cost of services is established at \$321,531.70 based on approximately \$4.7033 for 68,363 rentable square feet.
- (b) The lease is subject to real estate tax escalation. For tax escalation in accordance with the terms of Paragraph 4.2, the percentage of occupancy is 43.71% based on Gross Building Area of 156,391, square feet divided by the Government's premises of 68,363 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as approximately \$3.04 per rentable square foot or \$207,823.52 per year.
- (c) The Adjustment for Vacant space is \$2.50 per ANSI/BOMA Office Area square foot."

VI. Paragraph 18 and 19 of the Lease shall added with the following:

"18. Lessor hereby agrees to contribute \$25.95 per rentable square foot for TIs for the build out of Tenant B's space. This Lessor contribution will be reflected in the rental rates and rental schedule and will be amortized for a period of ten years. If the buildout costs for Tenant B's space are less than \$25.95 per rentable square foot, Tenant B will receive a rental credit."

"19. Tenant B acknowledges that they do not have a LEED requirement for their portion of the third floor at Atrium III. Tenant B also accepts the ceiling tile in their demised space as is and does not require any improvements to the ceiling tile. The Lessor agrees to replace any damaged ceiling tile at their cost during buildout. Both Tenant A and Tenant B acknowledge that should any upgrades to security be required during the term of the lease, it will be at the Government's cost to provide any necessary upgrades."

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: 6162 South Willow Drive- Englewood, LLC

IN PRESENCE OF

(Signature)

(Signature)

Senior Vice President

(Title)

1 Sansome St 30th Fl
San Francisco CA 94104

(Address)

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

BY

(Signature)

CONTRACTING OFFICER

(Official Title)

End of Supplemental Lease Agreement Number 3

Initials	
Gov't	Lessor
EW	ES