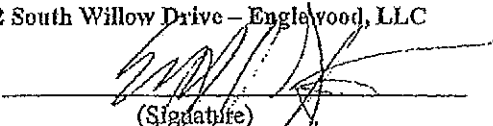
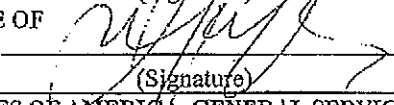



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 1	DATE: 4.7.10
		TO LEASE NO. LCO14456	
ADDRESS OF PREMISES Atrium III, 6162 S. Willow Street Englewood, Colorado, 80011-5114			
<p>THIS AGREEMENT, made and entered into this date by and between:</p> <p>whose address is 6162 South Willow Drive – Englewood, LLC c/o iStar Financial 1114 Avenue of the Americas, 39th Floor New York, NY 10036-7702</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said</p>			
Lease is amended,	March 29, 2010	as follows:	
<p>This SLA is issued to modify the following paragraphs of SFO 7CO2048. Paragraphs 1, 3, 7, 8, 14 of the lense are amended by deleting the existing text and substituting, in lieu thereof. Additionally, SFO 7CO2048, Section 5.11 is amended by deleting the existing text and substituting, in lieu thereof.</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>A total of 52,516 rentable square feet (RSF) of office and related space, which yields 45,406 ANSI/BOMA Office Area square feet (USF) of space on the second floor 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 6 on-site structured parking spaces, and 139 on-site surface parking spaces for the exclusive use of Government employees."</p> <p>- CONTINUED ON PAGES 2, 3, 4 & 5 -</p>			
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			
 _____ (Signature)		Senior Vice President _____ (Title)	
IN PRESENCE OF			
 _____ (Signature)		_____ (Address)	
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, MOUNTAIN PLANS SERVICE CENTER.			
BY TANYA BURKS		CONTRACTING OFFICER	
 _____ (Signature)		_____ (Official Title)	

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

Period	Rent	Accounts Payable				Total Monthly Rent
		Cost of Services	Tax	Property Insurance	Other Annual Rent	
Period - 2011/12	\$471,432.12	\$246,998.50	\$159,648.64	\$159,648.64	\$1,075,575.00	\$937,714.53
Period - 2012/13	\$523,857.12	\$246,998.50	\$159,648.64	\$159,648.64	\$1,120,004.00	\$934,858.17
Period - 2013/14	\$575,457.12	\$246,998.50	\$159,648.64	\$159,648.64	\$1,161,870.00	\$933,457.51

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

6162 South Willow Drive - Englewood, LLC
c/o iStar Financial
1114 Avenue of the Americas, 39th Floor
New York, NY 10036-7702"

"7. The tenant buildout will conform to the specifications in SFO 7CO2048 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$1,363,359.38 are amortized for a period of 120 months at 8.0%. The amortized tenant buildout costs are \$3.78 per rentable square foot. Lessor acknowledges that it has elected to amortized the tenant buildout amount over the entire lease term at its sole risk, therefore Lessor agrees that should the Government terminate the lease at any time following the 5th lease year, the Lessor shall not be reimbursed by the Government for any unamortized buildout costs."

"8. The 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 \$246,998.50 based on approximately \$4.7033 for 52,516 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 33.58% based on Gross Building Area of 156,391 square feet divided by the Government's premises of 52,516 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 \$159,648.64 per year.

(c) The Adjustment for Vacant space is \$2.50 per ANSI/BOMA Office Area square foot."

"14. In accordance with Paragraph 2.6 (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 2.6, 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 month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

Initials	
Gov't TB	Lessor ES

First Month's Shell is \$52,590.31 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Second Month's Shell is \$52,590.31 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Third Month's Shell is \$52,590.31 minus the Commission Credit of [REDACTED]. Third Month's adjusted Gross Monthly Rental Payment is [REDACTED]."

"SFO 7CO2048, Section 5.11 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2010)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents which shall be prepared at 30%, 60%, 90%, and 100% completion as further described herein; 4) the Government's reviews of the 30%, 60%, and 90% completion construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings based upon the base building drawings provided by the Lessor as required in the "BUILDING AND SITE INFORMATION SUBMITTALS" paragraph of this SFO. These design intent drawings will detail the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within forty-five (45) working days from award.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The Lessor shall prepare working construction drawings at 30%, 60%, 90%, and 100% completion. The 100% complete/final working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's 30% working/construction drawings shall be due to the Government within thirty (30) calendar days of the Government's approval of the design intent drawings. Each subsequent revision (60%, 90% and 100% completion) to the working/construction drawings shall be submitted to the Government within ten (10) working days of Government review. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

Initials	
Govt TB	Lessor EJ

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government shall review, and request modifications (if necessary) to, the Lessor's 30%, 60%, and 90% construction documents. The Government shall approve the 100% complete/final working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of 30%, 60% and 90% completion construction documents within 14 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's 30%, 60%, 90% completion construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

E. TENANT IMPROVEMENTS PRICE PROPOSAL

Within 10 working days of Government review for conformance of the 100% final construction drawings, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall commence construction of the Tenant Improvements.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 calendar days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

14 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 10 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

Initials	
Gov't TB	Lessor ES

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the Occupancy Date paragraph.

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date."

END OF SLA No. 1

Initials	
Govt TB	Lessor EJ