

<p align="center"><b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE</p> <p align="center"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO. 1</p>	<p>DATE <i>10/6/2011</i></p>
<p>TO LEASE NO. GS-08P-14478</p>		
<p>ADDRESS OF PREMISES Prentice Plaza, 8101 East Prentice Avenue, 5<sup>th</sup> Floor, Greenwood Village, Colorado 80111-2909</p>		
<p>THIS AGREEMENT, made and entered into this date by and between Gateway Canyon Inc.</p> <p>whose address is: 13155 Noel Road, STE 500 Dallas, TX 45240-5042</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish the lease term and rent, reinstate Paragraph 3.7 of SFO 8CO2379, and approve change orders, and;</p> <p>WHEREAS, clarification of the tax base for annual adjustment and termination rights date is added herein.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended as follows:</p> <ol style="list-style-type: none"> <li>Paragraph 2 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning <u>July 11, 2011</u> through <u>July 10, 2021</u>, unless further extended or terminated sooner as provided therein or as may be allowed at law or in equity (the "Lease Term")."</li> <li>Paragraph 3 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place: "3. The Government shall pay the Lessor annual rent of \$211,044.01 at the rate of \$17,587.00 per month in arrears for the period of July 11, 2011 through July 10, 2016, which consists of annual shell rent of \$119,779.40 annual operating costs of \$34,329.13 and an annual amortized tenant improvements cost of \$56,935.48.  For the period of July 11, 2016 through July 10, 2021 the Government shall pay the Lessor annual rent of \$163,001.00 at the rate of \$13,583.42 per month in arrears, which consists of annual shell rent of \$128,671.87, and annual operating costs of \$34,329.13.  Rent for a lesser period shall be prorated. Rent shall be made payable to: GATEWAY CANYON INC. 13155 NOEL ROAD, STE 500 DALLAS, TX 45240-5042"</li> <li>The work described in the LEED Proposal, attached as Exhibit A, has been completed and accepted. The Lessor is under no further obligation for LEED-CI work beyond the attached scope of work. If further modifications to the space are required to meet additional LEED certifications, such modifications would be priced by the Lessor as additional work, and if approved by the Government, would be paid for by the Government upon acceptance of the work.</li> </ol>		

INITIALS: *[Signature]* & *[Signature]*  
LESSOR GOVERNMENT

4. The Government hereby Approves the additional Tenant Improvements in the amount of \$70,018.69, for materials and labor required to complete the following Change Orders:

LEED CI - Commissioning Silver	\$50,200.00
Change Order # 1	
Change Order #2	
Change Order #3	
Change Order #4	
Change Order #5	
Change Order #6	
Change Order #7	
Change Order #8	
Change Order #9	
Change Order # 10	
Change Order # 11	
Change Order # 12	
Change Order # 13	
Change Order # 14	
Change Order # 15	
Change Order # 16	
Change Order # 17	
A&E Fees for Addendum # 3	
A&E Fees for holding cell changes	
<b>Total of above change orders</b>	<b>\$70,018.69</b>

<b><i>Tenant Improvement Reconciliation:</i></b>	
Original NTP amount (TI Bid)	\$376,792.00
Change orders	\$70,018.69
Total Tenant Improvement Cost	\$446,810.69
Less Tenant Improvement Allowance	\$233,997.40
<b>Lump Sum Due Lessor</b>	<b>\$212,813.29</b>

INITIALS:  &   
LESSOR GOVERNMENT

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$212,813.29, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Dan McPherson, Jr.  
DFC Building 41, Room 240, W. 6<sup>th</sup> Ave & Kipling St., 8PSC  
P.O. Box 25546  
Denver, CO 80225-0546

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0019984

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

5. The Lessor hereby waives restoration as a result of all improvements.

6. Paragraph 4 of the Standard Form 2 is modified by substituting the words 'the fifth (5<sup>th</sup>) year' with the words 'the sixth (6<sup>th</sup>) year'.

7. Paragraph 9 in the Standard Form 2 is deleted in its entirety and replaced as follows:

"In accordance with paragraph 4.2 of SFO No. 8CO2379, entitled "TAX ADJUSTMENT (AUG 2008)", the agreed base assessment for the tax adjustment is \$540,276. The *Percentage of Occupancy* for the tax adjustment is 4.39% (7,087 sf / 161,313 sf)."

8. Paragraph 10 of the Standard Form 2 is deleted in its entirety and replaced as follows:

"In accordance with the SFO paragraph entitled "OPERATING COST BASE", the escalation base is established as \$34,329.13 per annum (approximately \$4.84 /RSF)."

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

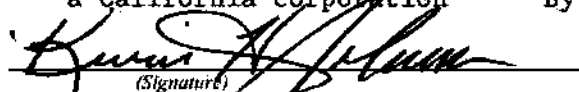
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Gateway Canyon Inc.  
a California corporation

By: Invesco Advisers, Inc.  
A Delaware corporation, Advisor

**Kevin Johnson**  
**Vice President**

BY

  
(Signature)

IN PRESENCE OF

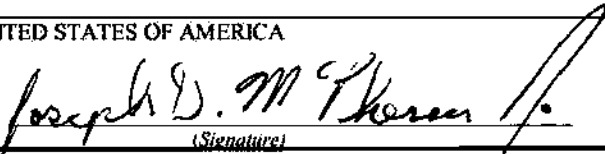
  
(Signature)

13155 Noel Road, Ste 500  
Dallas, TX 75240

(Address)

UNITED STATES OF AMERICA

BY



  
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

GSA FORM 276 (REV. 7-67)

**Joseph D. McPherson, Jr.**  
Real Estate Contracting Officer

INITIALS:

 &   
LESSOR GOVERNMENT