

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE:
TO LEASE NO. GS-08P-14493		

ADDRESS OF PREMISES 1999 Broadway, Denver, CO 80202-5704

THIS AGREEMENT, made and entered into this date by and between PEARLMARK BROADREACH 1999, L.L.C. whose address is 1999 Broadway, Suite 850 Denver, Colorado 80202-5704

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to adjust the operating cost annual rate per paragraph 11 of the SF2, and to reduce the Rentable and Usable Square footage effective 2/1/2013.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective May 7, 2012 as follows:

Paragraph 1 will have the addition of the following sentence, as follows:

1. "As of May 7, 2012 The Government shall cease to occupy 1,046 RSF, 830 USF. The Shell rent shall remain the same, until January 31, 2013 at which time the RSF of 1,046 (830 USF) shall be terminated in the Lease. There is a Operating Expense adjustment for 830 USF at the adjustment rate of \$2.10 per USF, or \$1,743 annually, per paragraph 11 of the SF2."

Paragraph 3 shall be deleted in its entirety and replaced with the following:

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

Date	Sq. Ft.	Shell	Oper. Exp.	TI allow (1)	Total Ann. Rent	Tot. mo. rent
5/7/2012	22,141	\$380,770.63	\$130,775.90	\$0.00	\$511,546.53	\$42,628.88
2/1/2013	21,095	\$447,162.00	126,258.35	\$0.00	\$573,420.35	\$47,785.03

(1) Lessor Provided Tenant Improvement Allowance is detailed in Paragraph 6.

Rates above are approximate.

Operating Costs include CPI Escalations

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 checks shall be made payable to:

PEARLMARK BROADREACH 1999, L.L.C.
1999 Broadway, Suite 850
Denver, CO 80201-5704"

Beginning 2/1/2013 Paragraph 8 shall be deleted in its entirety and replaced with the following:

8. "In accordance with SFO paragraph 4.1, Measurement of Space, the common area factor is established as (1.255 (21,095 RSF / 16,809 USF))."

Beginning 2/1/2013 Paragraph 9 shall be deleted in its entirety and replaced with the following:

9. "In accordance with SFO paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 3.22% (21,095 / 680,276 RSF)."

Original


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, PEARLMARK BROADBACH 1999, L.L.C.

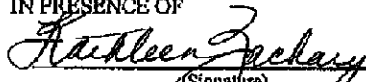
By: Asian III 1999, LLC, its member

By: BRCP 1999 Broadway, LLC

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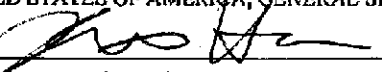

(Signature) Managing Director
(Signature) Managing Director**JOHN A. FOSTER**
Managing Director

IN PRESENCE OF


(Signature)200 W. Madison St. 300, Chgo, IL 60606
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY


(Signature)

CONTRACTING OFFICER

(Official Title)