

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. LCO14618	DATE 3/9/11	PAGE 1 of 3
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ADDRESS OF PREMISES 66 South Van Gordon Street, Lakewood, CO 80228-1702

THIS AGREEMENT, made and entered into this date by and between **WPC-UNION COMMONS LLC**

whose address is 4643 S. ULSTER STREET, SUITE 1000
DENVER, CO 80237-4304

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 increase the square footage and identify the lease commencement date for Phase 1.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 11, 2011 as follows:

Paragraphs 1, 2, 3, 7, 8, 10 and 13 of the lease contract are hereby deleted and replaced as follows and Paragraph 14 is hereby added:

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

A total of 28,748 rentable square feet (RSF) of office and related space, which yields 24,363 ANSI/BOMA Office Area square feet (USF) of space on the second (2nd) floor at Union Commons, 66 S. Van Gordon Street, Lakewood, Colorado 80228-1702 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 eighty (80) parking spaces for exclusive use of Government employees and patrons. As it relates to the Phased Occupancy associated with this Lease, Phase 1 shall consist of 9,838 RSF and Phase 2 shall consist of 18,910 RSF.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on the day the *full* premises are accepted by the Government and continuing through the ten (10) year term, subject to termination and renewal rights as may be hereinafter set forth. Phase 1 was accepted by the Government on November 1, 2010 and rent shall be paid as outlined in the table below. The *full* space (28,748 rsf) was accepted by the Government, pending the resolution of minor punch list items, on November 29, 2010 and rent shall be paid in accordance with the rental schedule outlined in Paragraph 3.

Continued on Page 2

LESSOR WPC-Union Commons LLC, 4643 S. Ulster Street, Suite 1000, Denver, CO 80237-4304

SIGNATURE <i>Jaido Watsumi</i> Manager	NAME OF SIGNER Jaido Watsumi
ADDRESS [REDACTED]	

IN PRESENCE OF

SIGNATURE <i>Karen Nakashima</i>	NAME OF SIGNER Karen Nakashima
ADDRESS [REDACTED]	

SIGNATURE <i>Tanya Byrks</i>	NAME OF SIGNER Tanya Byrks
	OFFICIAL TITLE OF SIGNER Contracting Officer

3. The Government shall pay the Lessor following the rate schedule defined below:

Year	Date	Square Footage	Annual Shell	Annual OPEX	Annual TI	Annual Rent	Monthly Rent
1	11/1/10 - 11/28/10	9,838	\$71,666.65	\$45,451.56	\$0.00	\$117,018.21	\$9,751.52
1	11/29/10 - 10/31/11	28,748	\$207,665.51	\$131,887.14	\$130,747.67	\$470,300.32	\$39,181.69
2	11/1/11 - 10/31/12	28,748	\$221,939.01	\$131,887.14	\$130,747.67	\$484,573.82	\$40,381.15
3	11/1/12 - 10/31/13	28,748	\$236,212.51	\$131,887.14	\$130,747.67	\$498,847.32	\$41,570.61
4	11/1/13 - 10/31/14	28,748	\$250,486.01	\$131,887.14	\$130,747.67	\$513,120.82	\$42,760.07
5	11/1/14 - 10/31/15	28,748	\$264,759.51	\$131,887.14	\$130,747.67	\$527,394.32	\$43,949.53
6	11/1/15 - 10/31/16	28,748	\$396,232.96	\$131,887.14	\$0.00	\$528,119.50	\$44,009.96
7	11/1/16 - 10/31/17	28,748	\$410,505.86	\$131,887.14	\$0.00	\$542,393.00	\$45,199.42
8	11/1/17 - 10/31/18	28,748	\$424,779.36	\$131,887.14	\$0.00	\$556,666.50	\$46,388.88
9	11/1/18 - 10/31/19	28,748	\$439,052.86	\$131,887.14	\$0.00	\$570,940.00	\$47,578.33
10	11/1/19 - 10/31/20	28,748	\$453,326.36	\$131,887.14	\$0.00	\$585,213.50	\$48,767.79

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**WPC-UNION COMMONS LLC
4643 S. ULSTER STREET, SUITE 1000
DENVER, CO 80237-4304**

- 7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$601,692.00 shall be amortized through the rent for five (5) years at the rate of 3.3% paid annually at a rate of \$130,747.67 per year.
- 8. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 47.695%.
- 10. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.18 (28,748 RSF/24,363 USF).

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13. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] for the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 (Paragraph 10) of this 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 and continue as indicated in this schedule for adjusted Monthly Rent:

Second Month's Rental Payment \$40,381.15 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment \$41,670.61 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$42,760.07 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent.

14. Tax Base: Pursuant to Paragraph 4.2 of the SFO "Tax Adjustment", the base tax rate for purposes of adjustment is established at \$1.808 per rentable square foot per year.

All other terms and conditions remain in full force and effect.

Jan Wattle Manager
Lessor
[Signature]
Government

3/7/11
Date
3/9/11
Date

INITIALS: JW & [Signature]
LESSOR GOVT