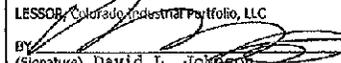
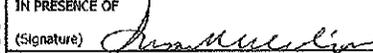
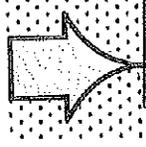


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2  TO LEASE NO. GS-08P-14616	DATE: 02/28/2012
ADDRESS OF PREMISES Academy Downs Business Center 6950 West Jefferson Avenue Lakewood, Colorado 80235-2377		
<p>THIS AGREEMENT, made and entered into this date by and between Colorado Industrial Portfolio, LLC whose address is 1512 Larimer Street, Suite 325 Denver, Colorado 80202-1644</p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease, to provide for the reconciliation of the final tenant improvement costs and an adjustment to the tax base.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>02/28/2012</u> as follows:</p> <p><b>Paragraph 1 is here by deleted in its entirety and replaced with the following:</b></p> <p>"The Lessor hereby leases to the Government the following described premises:</p> <ul style="list-style-type: none"> <li>- A total of 27,000 rentable square feet (RSF) of office and related space, which yields 27,000 ANSI/BOMA Office Area square feet (USF) of space at Academy Downs Business Center, 6950 W. Jefferson Avenue, Lakewood, CO 80235-2377 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.</li> <li>- Included in the rent at no additional cost to the government are 60 parking spaces for exclusive use of the Government employees and patrons.</li> <li>- 58 surface non-reserved parking spaces; 2 surface reserved parking spaces are included in the rent.</li> <li>- The common area factor for the leased premises occupied by the Government is established as 1.00 (see "Common Area Factor" paragraph of the lease).</li> <li>- The leased premises occupied by the Government for real estate tax adjustments is established as 22.47% (see also "Percentage Occupancy" paragraph of the lease)."</li> </ul> <p><b>Paragraph 3 is here by deleted in its entirety and replaced with the following:</b></p> <p>"The Government shall pay the Lessor annual rent of \$553,396.02 (\$20.50 /RSF - \$20.50/USF) at the rate of approximately \$46,116.34 per month in arrears per the attached Rental Schedule. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:</p> <p style="text-align: center;">Colorado Industrial Portfolio LLC, 1512 Larimer Street, Suite 325  Denver, CO 80202-1644"</p> <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.</p>		
LESSOR, Colorado Industrial Portfolio, LLC BY  Authorized Agent (Signature) David L. Johnson (Title) IN PRESENCE OF (Signature)  (Address) 1512 Larimer St., #325, Denver, CO		
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION BY  CONTRACTING OFFICER (Signature) (Official Title)		



Paragraph 7 is hereby deleted in its entirety and replaced with the following:

In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$341,771.91 (Approximately \$12.66 x 27,000) are amortized through the rent for 5 years at the rate of 7.00%. The amortized costs of these Improvements are included in the stated rent in Paragraph 3 above and Total \$406,049.60 including interest.

Paragraph 11 is hereby deleted in its entirety and replaced with the following:

In accordance with the SFO paragraph entitled Tax Adjustment, the tax base is established as \$1.56 per RSF (\$42,112.06 per annum) and the Government shall pay its pro rata share of any tax adjustment. The percent of the building occupied by the Government is agreed to be 22.47% based upon a total building rentable square footage of 120,137 RSF.

Paragraph 12 is hereby added:

Per LCO14616 the tax base was established at \$46,205.96 per annum, the corrected tax base per Paragraph 11 of this SLA (SLA# 2) has been established as \$42,112.06 per annum. The resulting difference is \$4,093.90 (Approximately \$341.16 per month). A onetime payment in the amount of \$682.32 (\$341.16\*2) is owed to the Government as the result of 2 months of payment made at the higher tax base amount. This onetime payment shall be withheld from the monthly rent due to the Lessor.

**SCHEDULE OF RENT COMPONENTS**

Year	Total Shell Rent	Taxes***	Total Operating Costs**	Total TI*	Total Annual Rent
1	\$268,074.04	\$42,112.06	\$162,000.00	\$81,209.92	\$553,396.02
2	\$268,074.04	\$42,112.06	\$162,000.00	\$81,209.92	\$553,396.02
3	\$268,074.04	\$42,112.06	\$162,000.00	\$81,209.92	\$553,396.02
4	\$268,074.04	\$42,112.06	\$162,000.00	\$81,209.92	\$553,396.02
5	\$268,074.04	\$42,112.06	\$162,000.00	\$81,209.92	\$553,396.02
6	\$268,074.04	\$42,112.06	\$162,000.00		\$472,186.10
7	\$268,074.04	\$42,112.06	\$162,000.00		\$472,186.10
8	\$268,074.04	\$42,112.06	\$162,000.00		\$472,186.10
9	\$268,074.04	\$42,112.06	\$162,000.00		\$472,186.10
10	\$268,074.04	\$42,112.06	\$162,000.00		\$472,186.10

\*The Tenant Improvements Allowance is amortized at a rate of 7% per annum for 5 years.

\*\* Operating Expenses subject to CPI adjustment per the SFO.

\*\*\* Taxes subject to adjustment per the SFO.

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