

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4	DATE: 2/18/2011
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TO LEASE NO. LCO14456	
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ADDRESS OF PREMISES Atrium III, 6162 S. Willow Street
Englewood, Colorado, 80011-5114

THIS AGREEMENT, made and entered into this date by and between:
 whose address is **6162 South Willow Drive – Englewood, LLC**
 c/o iStar Financial, Inc.
 13355 Noel Road, Suite 900
 Dallas, TX 75240-6602

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

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

Lease is amended,	January 27, 2011	as follows:
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This SLA is issued to establish beneficial occupancy, and to reconcile approved tenant improvements and change orders.

- I. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:**
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 14, 2011 through January 13, 2021, subject to termination and renewal rights as may be hereinafter set forth.

CONTINUED ON PAGES 2, 3, & 4

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)	<u>Senior Vice President</u> _____ (Title)
IN PRESENCE OF <u>K. Meloy</u> _____ (Signature)	<u>iStar Financial Inc.</u> <u>1 Sansome St, 30th Fl, San Francisco</u> _____ (Address) CA 94104

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION,
PUBLIC BUILDINGS SERVICE, MOUNTAIN PLAINS SERVICE CENTER.**

BY <u>TANYA BURKS</u> _____ (Signature)	<u>CONTRACTING OFFICER</u> _____ (Official Title)
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II. Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

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

Months	Annualized						Total Monthly Rent
	Shell	Cost of Services	Taxes	Building-Specific Security	Tenant Improvement Allowance	Total Annual Rent	
1/14/11 - 1/13/14	\$471,435.12	\$246,998.50	\$159,648.64	\$121,871.27	\$198,495.74	\$1,198,449.27	\$99,870.77
1/14/14 - 1/13/16	\$523,951.12	\$246,998.50	\$159,648.64	\$121,871.27	\$198,495.74	\$1,250,965.27	\$104,247.11
1/14/16 - 1/13/17	\$523,951.12	\$246,998.50	\$159,648.64	\$0.00	\$198,495.74	\$1,129,094.00	\$94,091.17
1/14/17 - 1/13/21	\$576,467.12	\$246,998.50	\$159,648.64	\$0.00	\$198,495.74	\$1,181,610.00	\$98,467.50

Note: The Tenant Improvement Allowance have been amortized over the total term of 10 years, whereas the Building-Specific Security is amortized over the 5 year firm term.

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
 3480 Preston Ridge Road, Suite 575
 Alpharetta, GA 30005-2030

III. Paragraph 4 of the Lease shall be deleted in its entirety and the following substituted therefore:

4. The Government may terminate this lease in whole or in part at any time after January 13, 2016 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IV. Paragraph 7 of the Lease shall be deleted in its entirety and the following substituted therefore:

7. The total Tenant Improvement Cost, including lessor-provided data cabling (SLA#2), amortized security costs, and all approved Change Orders, is \$2,834,420.77. The Lessor agrees to provide up to \$2,834,420.77 toward the cost of the Tenant Improvements, Data Cabling and Security Costs. The tenant improvement cost of \$1,363,359.38 is amortized for a period of 10 years at 8.0%, or \$198,495.74 annually. The security cost of [REDACTED] is amortized for a period of 5 years at [REDACTED], or [REDACTED] annually.

Lessor acknowledges that it has elected to amortized the tenant buildout 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.

Therefore, the total cost of the Tenant Improvements exceed the Allowance by \$970,186.39. The \$970,186.39 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment. To date the Lessor has been paid a total of \$887,249.16 by lump-sum payment (per SLA #3 and applied to PS0018443). The remaining lump-sum balance due to the Lessor is \$82,937.23. Payments will be made using two separate PS numbers. The amount of \$17,744.14 shall be billed using PS0018443 (Please see paragraph 17 below which revises the original lump-sum amount) and the amount of \$65,192.25 shall be billed using the PS0019424. Regarding the two lump-sum payments totaling \$82,937.23, please follow these instructions:

Create and include a unique invoice number on the invoice submitted for payment.

Initials	
Gov't	Lessor

Supplemental Lease Agreement No. 4

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If the Management Company submits the invoice, please include the name and address of the Management Company not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file.

Please cite PS Number **PS0018443 (\$17,744.14)** and **PS0019424 (\$65,192.25)** on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. *Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.*

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

V. Paragraph 14 of the Lease shall be deleted in its entirety and the following substituted therefore:

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 second full month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

Second Month's Shell (excluding taxes) is \$39,286.26 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Third Month's Shell (excluding taxes) is \$39,286.26 minus the Commission Credit of [REDACTED]. Third Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Fourth Month's Shell (excluding taxes) is \$39,286.26 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Fifth Month's Shell (excluding taxes) is \$39,286.26 minus the Commission Credit of [REDACTED]. Fifth Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Initials	
Govt	Lessor

VI. Paragraph 17 of the Lease shall be deleted in its entirety and the following substituted therefore:

17. REIMBURSABLE ITEMS: The Lessor hereby agrees to provide, install and maintain the items described in the SFO and made part of the lease. The Government agrees to reimburse the Lessor \$904,994.14 upon receipt of an executed SLA, completion and acceptance of the project by the government, and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

6162 South Willow Drive – Englewood, LLC
c/o iStar Financial
3480 Preston Ridge Road, Suite 575
Alpharetta, GA 30005-2030

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0018443. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102. Any questions regarding the website may be directed to.

END OF SLA NO.4

Initials	
Gov't	Lessor