

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT 3

DATE:

3-21-12

TO LEASE NO. GS-09B-02318

ADDRESS OF PREMISES 55 South Market Street,
San Jose, CA 95113

THIS AGREEMENT, made and entered into this date by and between:

CoreSite Real Estate 55 S. Market Street, L.L.C. f/k/a Carlyle Market Post Tower II L.L.C.

whose address is 1050 17th Street, Suite 800
Denver, CO 80265

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution, as follows: **to establish progressive Beneficial Occupancy for Phase 1.** This is a progressive square footage increase of this lease.

Paragraphs 33, 34 and 35 are hereby added.

Paragraph 1 has been deleted in its entirety and the following substituted therefore:

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

120,000 rentable square feet, yielding 104,340 ANSI/BOMA Office Area square feet and related space located on Floors 1, 2, 3, 4, 5, 6, 7 and 8 as depicted on the attached floor plan, Exhibit "C" pages 1 through 8, together with 33 structured on site parking spaces located on Levels P3 and P4 as depicted on the attached floor plan, Exhibit "D" pages 1 through 2, at the Market Post Tower, 55 South Market Street, San Jose, CA 95113, the Premises, to be used for such purposes as determined by the General Services Administration."

33. Progressive Beneficial Occupancy.

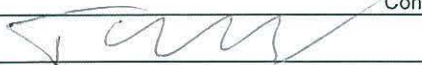
Effective April 14, 2011 the Government shall accept for progressive Beneficial Occupancy Phase 1 space for a total of 7,225 rentable square feet yielding 6,282 ANSI/BOMA Office Area square feet and related space as depicted on Exhibit "E" p. 1 at 55 South Market Street, San Jose, CA 95113, the Premises, to be used for such purposes as determined by the General Services Administration subject to Paragraph 9 and 34 of this Lease."

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.

Continued on Sheet 1

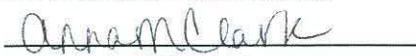
BY


(Signature)

Thomas Ray - CEO

(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

1050 17th Street Ste 800
Denver, CO 80209

(Address)

UNITED STATES OF AMERICA

BY



Deana Morad Contracting Officer General Services Administration



**SHEET NO. 1 ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 3
LEASE NO.GS-09B-02318**

"34. Finalized Rent and Finalized Lease Term: Rent shall be adjusted according to the rental rates specified in Paragraph 10 of this lease as space is delivered by the Lessor for each Phase and then accepted and occupied by the Government incrementally. Upon delivery of the final Phase by the Lessor and acceptance by the Government, the rent shall be calculated to reflect delivery of the entire project and in accordance with the rates established in Paragraph 10 of this Lease. Upon delivery of the final Phase by the Lessor and acceptance by the Government, the term for all blocks of space shall be established for the entire space under this lease, as specified in Paragraph 9 of this Lease. The space shall be delivered in accordance with the attached construction schedule, Exhibit "F" pp. 1 – 2 which reflects all Phases (Phases 1 through 7)."

"35. RENT.

Effective April 14, 2011, the Government shall pay the lessor an annual rent of \$220,218.00 at the rate of \$18,351.50 per month in arrears. Rent for lesser periods shall be prorated. Rent checks shall be made payable to:

CoreSite Real Estate 55 S Market Street, L.L.C.
1740 Collection Center Drive
Chicago, IL 60693."

 & 
Lessor Gov