Supplemental Lease Agreement
Number 2

Lease Number:	GS-09B-02353	**Date:**	9-7-2010

4330 Watt Avenue, Sacramento, CA 95821-7012

THIS AGREEMENT, made and entered into this date by and between Amstar-34 LLC.
whose address is: **1050 17th Street, Suite 1200**
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 to issue a Notice to Proceed; incorporate and order Tenant Improvements and Security Items which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs and of the security costs which exceed the tenant improvement allowance.

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

Paragraph 22, 23, 24, 25, 26 and 27 are hereby added:

Paragraph 14 has been deleted and the following is substituted therefore.

"**14. Tenant Improvement Allowance**: The maximum Tenant Improvement Allowance has been established at $3,031,303.00. The TI Allowance shall be amortized over the ten (10) years firm term of the lease agreement at an interest rate (amortization rate) of 7% per year."

"**22. NOTICE TO PROCEED:**
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements and Security Scope of work as identified herein, at a total cost not to exceed **$3,437,323.00** for Tenant Improvements and **$185,258.00** for the Security Scope of Work inclusive of all management and architectural fees."

"**23.** The total cost for Tenant Improvements in the amount of **$3,437,323.00** exceeds the tenant improvement allowance of $3,031,303.00 (Block A and Block B), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **$406,020.00** to be paid by lump sum. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.18 of the Solicitation for Offers, incorporated and made a part of this lease, and all terms and conditions of this lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **$406,020.00** pursuant to Paragraph 25, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor,
By _____ (Signature) Authorized Representative (Title)

In Presence of
_____ (Signature) 1050 17th St. 23rd Floor, Denver, CO 80265 (Address)

United States of America, General Services Administration, Public Buildings Service.

_____ (Signature) CONTRACTING OFFICER (Official Title)

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