

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	Supplemental Agreement No. 1	Date: <i>6/22/10</i>
TO LEASE NO. <b>GS-09B-14469</b>		

ADDRESS OF PREMISES **1001 17<sup>th</sup> Street, Denver, CO 80202**

THIS AGREEMENT, made and entered into this date by and between **MG-1005, LLC**  
 whose address is: **4643 South Ulster Street, Suite 1500**  
**Denver, CO 80237**

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 May 15, 2010, as follows:

I. **The purpose of this Supplemental Lease Agreement (SLA) is to, adjust the square footage, rental rate and commission accordingly for 1001 17<sup>th</sup> Street, fourth floor expansion.**

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.

II. **SF2 Paragraph 1, as amended by SLA No. 1, is amended to read:**

- The Lessor hereby leases to the Government the following described premises:  
 106,485 rentable square feet (r.s.f.) yielding approximately 100,366 ANSI/BOMA Office Area square feet and related space located on the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> Floors at 1001 17<sup>th</sup> Street, Denver, CO 80202, together with 40 onsite, secured parking spaces, at no additional cost to the Government.

Said premises to be used for such purposes as determined by the General Services Administration.

LESSOR: **MG-1005, LLC**

BY: *Paul B. Hogan*  
 (Signature)

Paul B. Hogan  
 Authorized Signatory  
 (Title)  
*c/o Miller Global Properties*  
*suite 1500, 4643 S. Ulster St*  
 Denver CO (Address) *80237*

IN THE PRESENCE OF  
*Elsa Rind*  
 (Signature)

UNITED STATES OF AMERICA  
*Kristin Art*  
 By: CONTRACTING OFFICER

III. SF2 Paragraph 3, as amended by SLA No. 1, is amended to read:

The Government shall pay the Lessor annual rent of \$2,402,301.60 at the rate of \$200,191.80 per month in arrears for years 1-3, including the 40 on-site, secured parking spaces. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

MG - 1005 LLC  
c/o Miller Global Properties, LLC  
4643 South Ulster Street, Suite 1500  
Denver, CO 80237

IV. SF2 Paragraph 10, as amended by SLA No.1 is amended to read:

The Government shall pay the Lessor annual rent as follows:

Years	Total Monthly Rent (including parking)	Total Annual Rent (including parking)
1 - 3	\$200,191.80	\$2,402,301.60

V. SF2 Paragraph 12, as amended by SLA No.1 is amended to read

TAX ADJUSTMENT: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 106,485/633,604 rentable square feet (16.81%). The Real Estate Tax Base as defined in Paragraph 4.2.B.7 of the SFO is hereby established at \$2,094,112.

VI. SF2 Paragraph 13, as modified by SLA No. 1 , is amended to read:

OPERATING COST: Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$553,722 per annum (\$5.20 per rentable square foot).

VII. SF2 Paragraph 16, as modified by SLA No. 1 , is amended to read:

TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements," and is \$4,054,786.40. The Tenant Improvement Allowance shall be paid by the Government via lump sum reimbursement to Lessor upon completion of the improvements. The Tenant Improvement Allowance is not included in the rental rate and can be used at the Government's discretion

VIII. SF 2 Paragraph 23, as amended by SLA No. 1, is amended to read:

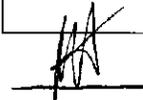
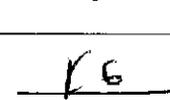
COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] per year of the firm term value of this lease for the expansion space (7,716 rsf) by the U.S. Government over the remaining firm term of this lease. The total amount of the commission for the expansion space 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 [redacted] 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. The Commission shall be earned upon execution of the SLA and shall be paid, without further condition or contingency, (i) one-half (1/2) when the SLA has been executed and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the SLA or the commencement date of the SLA.

Notwithstanding Paragraph 3 of the Lease, the shell rental payment 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:

First Month's Rental Payment \$200,191. 80 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment \$200,191.80 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

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Lessor Govt

**IX. The following are attached and made a part hereof:**

All terms, conditions and obligations of the Lessor and the Government as set forth in the following:

- a.) SF 2 – Amendment No. 2
- b.) Letter of Agreement regarding generator

KC & RA  
Govt Lessor