

TO LEASE NO. GS-08P-14470

ADDRESS OF PREMISES **Denver Place
999 18th Street
Denver, CO 80202**

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

LBA Realty Fund III - Company III, LLC

whose address is **17901 Von Karmen Ave., Suite 950
Irvine, CA 92614-6333**

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 effective

July 28, 2010

as follows:

Paragraph 1 is hereby deleted in its entirety and replaced with the following:

“ The Lessor hereby leases to the Government the following described premises:

17,446 rentable square feet (rsf) yielding 15,090 ANSI/BOMA Office Area square feet (usf) and related space located on the 4th floor North Tower (composed of 12,509 rsf/ 10,959 usf) and suite 1125 on the North Tower (composed of 4,937 rsf/ 4,131 usf) of Denver Place, 999 18th Street, Denver, CO 80202 (the “Premises”). Included in the rent are 4 onsite secured parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.”

Paragraph number 21 is hereby added to the lease.

“REIMBURSABLE ITEMS: The Government agrees to reimburse the Lessor \$609,636.00 for the tenant improvement build out. The Lessor hereby agrees to complete and maintain all tenant improvements according to the lease agreement. Upon 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:

**LBA Realty Fund III - Company III, LLC
17901 Von Karmen Ave., Suite 950
Irvine, CA 92614-6333**

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0017115**[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. Separate invoices should be submitted for each PDN number for proper process and payment.”

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.

SIGNATURES ON FOLLOWING PAGE

 
Lessor initial & Government initial

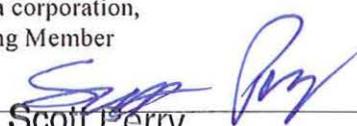
LESSOR: LBA REALTY FUND III-COMPANY III, LLC,
a Delaware limited liability company

By: LBA Realty Fund III, L.P.,
a Delaware limited partnership,
its sole Member and Manager

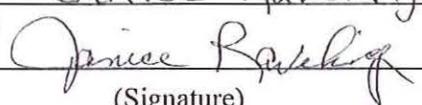
By: LBA Management Company III, LLC,
a Delaware limited liability company,
its General Partner

By: LBA Realty LLC,
a Delaware limited liability company,
its Manager

By: LBA Inc.,
a California corporation,
its Managing Member

By: 
Name: Scott Perry
Title: Vice President, Leasing

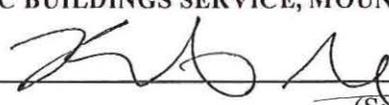
IN PRESENCE OF

Janice Raveling

(Signature)



(Address)

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

BY 
(Signature)

CONTRACTING OFFICER
(Official Title)