

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 3	Date: <i>9-22-10</i>
TO LEASE NO. GS-09B-14469		

ADDRESS OF PREMISES 1001 17th 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 herelo 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 August 30, 2010, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to establish the beneficial occupancy date, reconcile the tenant improvement cost, and adjust the rental rate and commission accordingly for 1001 17th Street, Denver, CO

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. 3, 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 4th, 5th, 6th, and 7th Floors at 1001 17th 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: <u><i>Paul B. Hogan</i></u> (Signature) <i>9.22.10</i>	<u>Paul B. Hogan</u> Authorized Signatory (Title)
IN THE PRESENCE OF <u><i>Andrew G. DeVoy</i></u> (Signature)	<u>4643 S. Ulster St # 1500</u> (Address) <u>Denver Co 80237</u>

UNITED STATES OF AMERICA	
By: CONTRACTING OFFICER	
<u><i>[Signature]</i></u> (Signature)	<u>Leasing Contracting Officer</u> (Official Title)

III. SF2 Paragraph 2, as amended by SLA No. 3, is amended to read:

HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about August 30, 2010 through September 12, 2013, subject to any renewal rights as may be hereinafter set forth.

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

The Government shall pay the Lessor annual rent of \$2,402,601.60 at the rate of \$200,216.80 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 1600
 Denver, CO 80237

V. SF2 Paragraph 10, as amended by SLA No.3 is amended to read:

The Government shall pay the Lessor annual rent as follows:

Dates	USF	RSF	Base rent	Mail Cage	Operating*	Annual	Month	Prorated amount phase move
8/30/2010-8/31/2010	38,304	40,639	\$ 705,493.04	\$	\$ 211,322.80	\$ 916,815.84	\$ 76,401.32	\$ 4,929.12**
9/01/2010-9/06/2010	38,304	40,639	\$ 705,493.04	\$300.00	\$ 211,322.80	\$ 917,115.84	\$ 76,426.32	\$ 15,282.17 ***
9/07/2010-9/12/2010	69,335	73,562	\$ 1,277,036.32	\$300.00	\$ 382,522.40	\$ 1,659,858.72	\$ 138,321.56	\$27,662.74 ****
9/13/2010-9/12/2011	100,366	106,485	\$ 1,848,579.60	\$300.00	\$ 553,722.00	\$ 2,402,601.60	\$ 200,216.80	\$
9/13/2011-9/12/2012	100,366	106,485	\$ 1,848,579.60	\$300.00	\$ 553,722.00	\$ 2,402,601.60	\$ 200,216.80	\$
9/13/2012-9/12/2013	100,366	106,485	\$ 1,848,579.60	\$300.00	\$ 553,722.00	\$ 2,402,601.60	\$ 200,216.80	\$

* annual operating adjustments apply

**Two days in August comes out to be \$4,929.12, mail does not start until 9/01/2010

Calculations were square footage * rental rate/12=month/#of days in month* days occupied in month= Prorated amount

*** Six days in September comes out to be \$15,282.17

Calculations were square footage * rental rate/12=month/#of days in month* days occupied in month= Prorated amount

**** [Redacted] will occupy 73,562 rsf at rate of \$22.56 for 6 days in September.

Calculations were square footage * rental rate/12=month/#of days in month* days occupied in month= Prorated amount
 (9/13/2010-9/30/2010 will be at full rental for 18 days totaling \$120,130.08, entire phase move equals \$168,004.11 from 8/30/2010-9/30/2010)

VI. SF2 Paragraph 16, as amended by SLA No. 3, is amended to read:

Tenant Improvement Allowance: the maximum tenant improvement allowance has been established by Paragraph 3.2, "Tenant Improvements", and is \$3,750,855.80. 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.


 Govt & Lessor