

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment"), dated June 28, 2011, is by and between Parkway Center, LLC, a Colorado limited liability company ("Landlord") and City and County of Denver, a municipal corporation of the State of Colorado ("Tenant").

RECITALS

A. WMFMT Real Estate Limited Partnership, a Delaware limited partnership, as predecessor in interest to Landlord, and Tenant entered into that certain Lease Agreement dated December 9, 2005 ("Lease"), with respect to premises currently consisting of approximately 17,153 rentable square feet known as Suite 500 ("Premises") in the building located at 1391 Speer Boulevard, Denver, Colorado 80204 ("Building").

B. The term of the Lease is scheduled to expire June 30, 2011.

C. Landlord and Tenant desire to amend the Lease to extend the term of the Lease for forty-eight (48) months commencing July 1, 2011, pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual obligations and covenants contained in this First Amendment and the Lease, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Extended Term. The term of the Lease shall be extended by an additional forty-eight (48) months, commencing on July 1, 2011 ("Extended Term Commencement Date") and expiring on June 30, 2015 ("Extended Term"). Tenant shall have no further renewal rights or options, and any Lease terms or exhibits to the contrary are hereby deleted.

2. Base Rent for Extended Term. Commencing on the Extended Term Commencement Date, Tenant's Base Rent shall be the following through the Extended Term:

Period	Rent per RSF	Monthly Rent	# of Months	Period Rent
7/1/11 to 6/30/12	\$18.50	\$26,444.21	12	\$317,330.52
7/1/12 to 6/30/13	\$19.00	\$27,158.92	12	\$325,907.04
7/1/13 to 6/30/14	\$19.50	\$27,873.63	12	\$334,483.56
7/1/14 to 6/30/15	\$20.00	\$28,588.33	12	\$343,059.96
Total Base Rent for Extended Term				\$1,318,781.08

The total value of the Lease, including the rent previously paid, the Extended Term and the Parking Fee, is \$2,968,649.73.

3. Condition of Premises. After mutual execution of this First Amendment, Landlord shall shampoo the carpets of the Premises at its expense. Tenant shall contact Landlord to schedule the date and time for the shampooing. Other than the shampooing of the carpets of the Premises, Tenant agrees to accept the Premises in its "as-is" condition for the Extended Term. Tenant is not entitled to any improvements thereto or thereof or to any allowance or credit for improvements thereto or thereof except the shampooing of the carpets of the Premises.

4. Parking. Commencing on the Extended Term Commencement Date, Section 9 of the Lease is deleted in its entirety and replaced with the following:

9. **PARKING:** Lessor shall provide to the City, as long as the City is not in default of this Lease, the use of four (4) reserved, covered parking spaces at no additional charge to the City. Furthermore, the Lessor shall provide, as long as the City is not in default of this Lease, twenty-five (25) unreserved, uncovered parking spaces at the rate of Fifty Dollars (\$50.00) per space per month and twelve (12) unreserved, covered parking spaces at the rate of Seventy Dollars (\$70.00) per space per month for the use and benefit of employees of the City. All charges for such 37 unreserved parking spaces shall be paid

05-976-A

directly by individual employees of the City to the Lessor. The City shall have no obligation to pay Lessor for the use of any of the 37 unreserved parking spaces.

In addition, the City shall be responsible to pay Lessor, on a monthly basis for any visitor parking used by the City. The charge for the visitor parking shall be at a rate equal to fifty percent (50%) of the hourly amount, from time to time charged by Lessor for such visitor parking for each such hour up to a maximum of 500 hours and a rate of one hundred percent (100%) of the hourly amount, from time to time charged by Lessor for such visitor parking, for each hour in excess of said 500 hour per month limit. If the City does not use all 500 reduced-charge parking hours in a given month, then the City will not have the right to carry-over any of the unused hours in any succeeding month(s). The City has budgeted a maximum amount of \$15,000.00 per year for such visitor parking; provided, however, that the City will not have the right to use any visitor parking for which it does not pay as required above.

If payment is not made for any parking space(s) for any period of three (3) consecutive months, then the City (or its visitors or employees) will no longer have the right to use any such space(s).

In the event that the parking areas of the Building experience significant usage, the Lessor may, at its option, implement such program to regulate parking as deemed appropriate by Lessor in its discretion, which may include, as an example only, the assignment of parking spaces or other type of parking validation program.

5. Broker. Tenant represents and warrants that no claims exist for payment of any brokerage commissions or finder's fees in connection with this First Amendment by reason of Tenant having had any dealings with any broker in connection therewith, and Tenant agrees to indemnify, defend and hold harmless Landlord from and against all claims, liabilities and expenses, including reasonable attorneys' fees, arising from any claims for payment of any brokerage commissions or finder's fees related to any misrepresentation hereunder by Tenant.

6. Notice. The notice address for Landlord under the Lease shall be as follows: c/o DPC Development Company, 7000 E. Belleview Avenue, Suite 300, Greenwood Village, Colorado 80111: Attention: Director of Property Management.

7. Tenant's Representations. Tenant hereby represents and agrees that: (1) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to their performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

8. Miscellaneous.

(a) In the event of any litigation arising out of or in connection with this First Amendment, the prevailing party shall be awarded reasonable attorney's fees, cost and expenses.

(b) The Lease, as modified herein, remains in full force and effect and is ratified by Landlord and Tenant. In the event of any conflict between the Lease and this First Amendment, the terms and conditions of this First Amendment shall control. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

(c) This First Amendment is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Except as expressly provided herein, Tenant has not assigned or transferred any interest in the Lease, as amended, and has full power and authority to execute this First Amendment.

(d) Time is of the essence herein, unless waived by Landlord, which it shall have the right, but not the obligation to do.

(e) This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

(f) This document may be executed in any number of counterparts, which together shall constitute one and the same instrument.

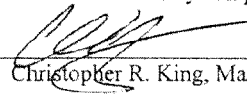
9. Electronic Signatures and Electronic Records. Landlord consents to the use of electronic signatures by the Tenant. This First Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the Tenant in the manner specified by the Tenant. The parties agree not to deny the legal effect or enforceability of the First Amendment solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the First Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[signatures to follow on separate pages]

IN WITNESS WHEREOF, Landlord has executed this First Amendment to Lease on the day and year first above written.

LANDLORD:

PARKWAY CENTER, LLC
a Colorado limited liability company

By  _____
Christopher R. King, Manager

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the day and year first above written.



ATTEST:

By: *Stephanie Y. O'Malley*
STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the City and
County of Denver

CITY AND COUNTY OF DENVER:

By: *Julesburg*
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY for the City and County of
Denver

By: *[Signature]*
Assistant City Attorney

RECOMMENDED AND APPROVED:

By: *[Signature]*
Director, Division of Workforce and
Development, Office of Economic Development
(f/k/a the Mayor's Office of Workforce
Development)

By: *[Signature]*
Director, Division of Real Estate

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

Contract Control No. _____
"CITY"