

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE: 8-23-2010
	TO LEASE NO. GS-08P-14319	

ADDRESS OF PREMISES 1555 North Newport Road, Colorado Springs, Colorado 80916-2727

THIS AGREEMENT, made and entered into this date by and between: CHARTER NEWPORT, L.P.  
 whose address is 1845 WOODALL RODGERS FWY, SUITE 1700  
 DALLAS, TX 75201-2288  
 hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Lessor agrees to perform the work in accordance with the terms and conditions of said lease as amended.  
 NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said  
 Lease is amended, effective August 20, 2010 as follows:

Paragraph 16 is hereby incorporated into the Lease:

"16. Pursuant to Paragraph 2.2 and 2.3 of the Solicitation for Offers No. CO102738, entitled "Tenant Improvements" and "Tenant Improvements s rental Adjustment", respectively, the Lessor agrees to provide the government with all labor, materials, equipment, quality control, and supervision necessary to complete the tenant improvements as described in the attached Exhibit "A".

The Government agrees to reimburse the Lessor in the amount not to exceed \$1,849,752.20 to be paid on a lump sum basis upon completion of the work, inspection and acceptance by the Government and upon receipt of an itemized invoice from the Lessor. In no event shall the Government make payment prior to the completion, inspection and acceptance.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0018135. [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](http://www.finance.gsa.gov)."

Of the Solicitation for Offers, Paragraph 4.11-A is deleted and replaced with:

"4.11 Construction Schedule and Acceptance of Tenant Improvements (Sep 2009)  
 A. The construction schedule shall commence upon the Lessor's receipt of the Notice to Proceed, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell."

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.

LESSOR, CHARTER NEWPORT, L.P.  
Philip Schubert vice President  
 (Signature) (Title)  
 IN PRESENCE OF Donna Morris  
 (Signature) (Address) 1845 WOODALL RODGERS Fwy, SUITE 1700  
 DALLAS TX 75201

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE  
 BY Debra Chapp CONTRACTING OFFICER  
 (Signature) (Official Title)