

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 8/30/2012
	TO LEASE NO. GS-08P-14488	

ADDRESS OF PREMISES THE PLAZA OF THE ROCKIES
111 SOUTH TEJON STREET, SUITE 401/407/410
COLORADO SPRINGS, COLORADO 80903-2246

THIS AGREEMENT, made and entered into this date by and between SCMC, LLC, c/o Norwood
whose address is:
111 South Tejon Street, Suite 222
Colorado Springs, Colorado 80903-2246
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the Government requires an additional 1,445.42 useable (1,749 rentable) square feet to be located on the 4th floor and contiguous to the existing leased space with tenant improvement contribution the same rate as offered in the original leased space as more fully described hereinbelow.
WHEREAS, the Government hereby issues the Notice to Proceed with construction under the terms provided hereinbelow; and,
WHEREAS, the Lessor agrees to perform said work in accordance with the terms and conditions of said lease, as amended; and,
WHEREAS, the parties hereto agree to an Occupancy Date of July 1, 2012.
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective 11/18/2011 as follows:

Paragraph 1 is deleted in its entirety and replaced as follows:
"1. The Lessor hereby leases to the Government the following described premises:
A total of 14,249 rentable square feet (RSF) of office and related space, which yields 11,776 ANSI/BOMA Office Area square feet (OASF) of space at The Plaza of the Rockies, Suites 401/407/410, 111 South Tejon Street, Colorado Springs, Colorado, 80903-2246 and 10 non-reserved parking spaces in the Plaza of the Rockies Garage, 8 non-reserved space in the City Garage adjacent to the Building and 23 surface non-reserved parking stalls within a three (3) block radius of the building, all for exclusive use by the Government employees and visitors, and rooftop antenna space, hereinafter referred to as the Premises, to be used for such purposes as determined by the General Services Administration.
Continued on Page 2
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, SCMC, LLC, c/o Norwood
BY [Signature] (Signature) Manager (Title)
IN PRESENCE OF [Signature] (Signature) 111 S. Tejon St. Suite 222 (Address)
Colorado Springs, CO 80903

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION
BY [Signature] (Signature) CONTRACTING OFFICER (Official Title)

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Supplemental Agreement No. 1 to Lease GS-08P-14488

Paragraph 2 is deleted in its entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on July 1, 2012 and continuing through June 30, 2027, except that the Government may terminate this lease for any reason after a 120 days notice after June 30, 2022."

Paragraph 3 is deleted in its entirety and replaced as follows:

"3. For the period of years one (1) through ten (10), the Government shall pay the Lessor annual rent of \$387,430.31, payable in arrears at the rate of \$32,285.86 per month. For the period of years eleven (11) through fifteen (15), the Government shall pay the Lessor the annual rent of \$434,462.01, payable in arrears at the rate of \$36,204.33 per month. Said annual rent includes antenna rent at the rate of \$3,989.72 annually. Included in the rent at no additional cost to the Government are 10 non-reserved parking spaces in the Plaza of the Rockles Garage and 8 non-reserved space in the City Garage adjacent to the Building and 23 surface non-reserved parking stalls within a three (3) block radius of the building, all for exclusive use by the Government employees and visitors. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: SCMC, LLC c/o Norwood, 111 South Tejon Street, Suite 222, Colorado Springs, Colorado 80903-2246."

Paragraph 6 is deleted in its entirety and replaced as follows:

"6. In accordance with the SFO Paragraph entitled "Percentage of Occupancy", the percentage of Government occupancy for this Lease is established at 7.498% (14,249 RSF/ 190,046 RSF)."

Paragraph 13 is deleted in its entirety and replaced as follows:

"13. The Lessor shall make available to the Government \$484,323.51 (\$33.99/RSF) as its contribution toward Tenant Improvements (TI's) for the Premises. This contribution is in addition to the Lessor's costs to complete the warm lit shell portion of the Premises, estimated to be \$7.90 per RSF. Should the costs for the TI's exceed \$484,323.51 the excess will be paid as specified in paragraph 3.3.A.3 of SFO No. 2312. The amortization rate is 10% for excess improvements over the firm term. Lessor's contribution to tenant improvements is included in shell rent and there are no excess contribution to be amortized."

Exhibit B dated May 12, 2010 to Lease is replaced with Exhibit B dated May 12, 2012 attached to and made a part of this First Supplemental Lease Agreement No. 1.

Paragraph 14 and 15 are added to Standard Form 2 and reads as follows:

"14. Paragraphs 6 and 13 above shall modify the Paragraphs 13 and 19 of the Addendum to SFO No. CO-2312 attached to and made a part of Lease GS-08P-14488.

"15. General Services Administration letter dated November 18, 2011 provides the Lessor the Notice to Proceed with construction for the tenant improvements. The cost of said tenant improvements is \$619,370.00. \$484,323.51 of said \$619,370.00 is Landlord's contribution to tenant improvements. The remaining \$135,046.49 tenant improvement cost shall be paid by Government within 30 days after the completion and acceptance by the Government and Government's receipt of an approved invoice. The costs associated with all change orders must be negotiated and agreed to contractually prior to the initiation of any work associated with the requested change orders.

Lessor  Gov't 

Upon completion of said work to the satisfaction of the Contracting Officer, the Government shall pay the Lessor a lump sum the total of \$135,046.49. The Lessor shall send an invoice with the Lessor's name and payee address as shown in the lease contract upon completion of said work. Invoice(s) shall indicate for Tenant Improvements in the total amount of \$135,046.49, including the annotation of PDN NUMBER PS0020879, and 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, an Original and One copy of the invoice (s) may be mailed to the following address:

**GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102**

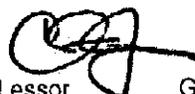
A copy of the Invoice(s) shall be simultaneously submitted to the Contracting Officer at:

**GSA
Attention: Dan McPherson
GSA, Denver Federal Center, Bldg 41, (8PC)
W 6th Ave. & Kipling St.
Lakewood, CO 80225"**

Paragraph 23 is deleted in its entirety and replaced as follows:

"23. The occupancy date referred to in Section 1.9 of the Solicitation for Offers shall be July 1, 2012."

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