

**Supplemental Lease Agreement
Number 38****Lease Number:** LCO13980**Date:**

5/20/10

Address of Premises: 1595 Wynkoop Street, Denver, Colorado 80202

THIS AGREEMENT, made and entered into this date by and between DENVER EPA OC, LLC c/o AllCapital/GPT Properties, LLC, whose address is 13625 California Street, Suite 310, Omaha, Nebraska 68154, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease to reflect the installation of additional electrical requirements for the purpose of importing IT services for e-mail back-up server and payment of related utilities.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2010, as follows:

Paragraphs 71 and 72 of form SF2 "Lease for Real Property" are hereby incorporated into the Lease:

"71. The Lessor agrees to provide and complete the installation of additional electrical requirements for the purpose of importing IT services for the e-mail back-up server. The vendor receiving payment shall issue an itemized invoice. Upon completion of said work, to the reasonable satisfaction of the government, not to be unreasonably withheld or delayed, the Government agrees to pay the Lessor a lump sum about but not to exceed [REDACTED]. Reimbursement to the Lessor will be made upon completion of the work, inspection and acceptance of the work by the GSA contracting Officer and upon receipt of an itemized invoice from the Lessor. Inspection by the GSA contracting Officer shall occur within ten (10) business days of completion of the work. In no event shall the government make payment prior to the completion of the work, inspection and acceptance. Additionally, the invoice shall include a unique invoice number and cite the following PDN # PS0017100. Invoices submitted without the PDN are immediately returned to the Vendor. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy of 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) PO Box 17181, Fort Worth, Texas 76102.

72. Utilities will be provided by the Lessor for the additional electrical utilities incurred by the e-mail back-up server. The invoiced amount shall not exceed \$909.09. The resulting utility costs incurred by this server will be paid to the Lessor by RWA. The vendor receiving payment shall issue an itemized invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN # PS0017128. Invoices submitted without the PDN are immediately returned to the Vendor. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy of 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) PO Box 17181, Fort Worth, Texas 76102." 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, DENVER EPA OC, LLC

By

Signature

Director - Asset Management

Title

In Presence of

By

Signature

**13625 California St, Ste 310
Omaha, NE 68154**

Address

United States Of America, General Services Administration, Public Buildings Service,

By

Signature

CONTRACTING OFFICER

Title