

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO.1

DATE: May 11, 2005

GS-08P- 13980

ADDRESS OF PREMISES 16th and Wynkoop
Denver, Colorado 80202

THIS AGREEMENT made and entered into this date by and between FEPA, L.L.C.

whose address is: 1855 Blake Street, Suite 200

Denver, Colorado 80202

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 incorporate value exchange items increasing the rentable square footage to 248,849 and ensuring 201,548 of Office Area (the area where a tenant normally houses personnel and/or furniture for which a measurement is to be computed). The 201,548 square feet of office is defined as "usable" area outlined on Page 19 of EPA's Program of Requirements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective May 11, 2005 as follows:

The first sentence of Paragraph 1 is deleted and replaced with following:

"1. The Lessor hereby leases to the Government the following described premises:

Approximately 248,849 rentable square feet of office and related space which will yield 201,548 office square feet (the Government acknowledges 201,548 square feet of office exist per 75% design drawings) to be constructed by the Lessor as the Environmental Protection Agency Building, floors one through nine, at Wynkoop and 16th Street, Denver, Colorado 80202, hereinafter referred to as the Premises and shall be used for such purposes as may be reasonable determined by the Government, subject to Paragraph 27 of this Lease." "This is the final settlement of the parties claims related to the amount of square footage to be provided under the lease." *initials*

Paragraph 2 is hereby deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on approximately October 12, 2006, through October 11, 2016."

Paragraph 6 has the first four sentences deleted and replaced with the following:

"6. The Lessor shall furnish a "Warm Lit Shell" for the Government as defined in the SFO, at the Lessor's sole cost and expense. In addition, the Lessor shall furnish \$7,308,480.00 toward the Tenant Improvements. (Government confirms entire TI amount will be utilized. In addition, Government agrees not to buy down the rental rate at any time during the Lease term). The Tenant Improvements shall be amortized by the Lessor over the term of the Lease at an interest rate of 0%. Tenant Improvements that exceed \$7,308,480.00, are hereinafter defined as "Excess Improvements", shall be first approved in writing by the Contracting Officer of the Government."

Supplemental Agreement No. 1 continued on page 2 and 3.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

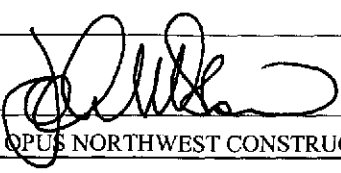

FEPA, L.L.C.

In the presence of

VICE PRESIDENT

Title

GUARANTOR


OPUS NORTHWEST CONSTRUCTION, LLC

VICE PRESIDENT

Title

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY

(Signature)

(Official Title)

GSA DC 68-1176

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Supplemental Agreement No. 1

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Paragraph 7 has the fifth sentence deleted in its entirety and replaced with the following:

"7. The total annual rental rate of \$29.95 includes the shell rent of \$19.28 per rentable square foot, base operating costs of \$6.10 per rentable square foot, Tenant Improvement allowance amortization of \$2.34 per rentable square foot and \$2.23 per rentable square foot for real estate taxes."

"In addition, all references to \$32.22 per rentable square foot are deleted, and replaced with \$29.95 per rentable square foot. To avoid confusion, as stated earlier in Paragraph 7, the annual rent will remain at \$7,452,600.30. This figure divided into the rentable square footage of 248,849 equates to \$29.9483 per rentable square foot."

Paragraph 11 is hereby deleted and replaced with the following:

"11. In accordance with Paragraph 3.4 of the SFO titled "Tax Adjustment", the tax base adjustment is \$556,800.00 (this figure divided into the rentable square footage of 248,849 equates to \$2.23 per rentable square foot.) The Government shall pay its pro rata share of any increase in the real estate taxes as defined in said Paragraph. The percent of the building occupied by the Government is agreed to be 94.49 percent based on a total of 263,349 rentable square feet in the building. In addition, Paragraph 3.4A of the SFO is hereby amended and restated in its entirety as follows:

A. Real Estate taxes, as referred to in this paragraph, are only those taxes and assessments which are assessed against the building and/or the land upon which the building is located by any governmental authority having jurisdiction."

Paragraph 34 is hereby incorporated into the lease Agreement:

"34. Pursuant to Lessor guaranteeing 201,548 office square feet be provided, the Government has agreed to relieve the Lessor of the following items required in the lease agreement.

- a). The Government is willing to accept the pan joist structural system opposed to the flat-slab post tension system offered and accepted.
- b). The Government is willing to accept a 60 day delay.
- c). Lessor needs to provide either the light shelves as originally proposed, or the recommendations from Syska Hennessy's daylighting report (specular blinds in the daylight portion of the window with automatic controls, continuous dimming in the interior/perimeter zones).
- d). The Government will accept the removal of the glazed elevator shaft as long as ten feet of the glazed elevator shaft remains at level one.
- e). The Government will allow CMU at the driveway into the building, and along service level elevations of the building.
- f). The Government will accept reducing the size of the vertical fins to 11-inch vertical fins on the northeast and northwest exposures and 20-inch horizontal sunshade/light shelf on southeast and southwest exposures."
- g). Lessor, at its option may cause the freight elevator to serve only garage level P1 rather than both levels P1 and P2.

Initials

Lessor

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Gov't

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Paragraph 35 is hereby incorporated into the lease Agreement:

"35. With respect to the seventh paragraph of Paragraph 3.15B1 of the SFO, Lessor and the Government agree that the schedule for the delivery of 75% and 100% design drawings to the Government for review is as follows: Lessor shall deliver the 75% drawings by July 15, 2005 and the 100% drawings by September 16, 2005. As provided in such paragraph, the Government shall deliver its comments on such drawings within 20 working days after receipt."

Paragraph 1.3 of the Lease Agreement entitled Occupancy, is hereby deleted and replaced with the following:

"1.3. Hines officially turned over the site to Lessor effective April 25, 2005. Thus, in addition to the 60 day delay allowed by GSA, and the 42 day delay incurred by Hines, occupancy is scheduled for October 12, 2006."

All other terms and conditions remain in effect.

Initials


Lessor

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Gov't