

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 21	DATE October 10, 2008
TO LEASE NO. GS-08P-13980		
ADDRESS OF PREMISES    1595 Wynkoop Denver, Colorado 80202		
<p>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</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to incorporate an additional Paragraph 54. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said</p> <p>Lease is amended                      October 10, 2008                      as follows:  effective</p>		
<p>Paragraph 54 is hereby incorporated into the lease:</p> <p>"54. The Lessor hereby agrees to provide all necessary labor, material, equipment, supervision and quality control as required to design and build space on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors to accommodate [REDACTED], further described in the design intent drawings dated August 20, 2008 and per Lessor's cost estimate dated October 1, 2008. The government hereto agrees to pay the lessor the estimated sum amount of \$557,359.20.</p> <p>This project total amount is based upon an estimate dated October 1, 2008. Lessor and the Government understand and agree that Lessor will only invoice the government on an actual cost basis plus 20% OH&amp;P basis. Upon completion of the project, a final reconciliation of costs will be prepared by the Lessor and shall be reviewed and approved by the Government. Government shall pay Lessor in four (4) progress payments at 40%, 65%, 90%, and 100% completion.</p> <p>In the event the construction costs are expected to exceed the estimated cost approved by the government, the Lessor shall, within three (3) business days, notify the government of the anticipated overage and obtain the written approval of the government before proceeding further.</p> <p>Should the actual approved costs of construction exceed the estimate, the additional amount will be added to the final payment due to the Lessor for the balance upon receipt of an itemized invoice. Should the actual costs be less than the estimated amount, Lessor and Government agree that the authorized cost of the project will be adjusted to reflect such final cost plus applicable 20% OH&amp;P."</p> <p>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. Approval by the GSA Contracting Officer shall occur within five (5) business days of completion of the work. In no event shall the Government make payment prior to the completion of said work.</p>		

"The vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0013531**. 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). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. 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.

BY

(Signature)

(Official Title)

IN PRESENCE OF

BY

(Witness) Print Name Scott M. Hedrick

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

(Signature) Russell Furry

CONTRACTING OFFICER

(Official Title)