

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT
No. 2

DATE

February 5, 2008

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-08P-14226

ADDRESS OF PREMISE

Stapleton Redevelopment area, described more particularly in the Option Agreement dated February 1, 2007, as amended by First Amendment to Option Agreement dated April 24, 2007, Second Amendment to Option Agreement dated August 2, 2007, Third Amendment to Option Agreement dated September 4, 2007, between FC Stapleton II, LLC as Optionor, and the United States of America, acting by and through the General Services Administration and the Assignment of Option Agreement dated January 4, 2008, between Alex S. Palmer & Company DBA ASP DENVER LLC as Assignee, the United States of America, acting by and through the General Services Administration, as Assignor and FC Stapleton II, LLC, and Optionor.

THIS AGREEMENT, made and entered into this date by and between

whose address is **ASP Denver, LLC**
1801 W. End Ave.
Suite 1600
Nashville, TN 37203

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 confirm the Occupancy Date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 5, 2008, as follows:

Paragraph 1.20 A of the Solicitation for Offers, attached to and made a part of the lease is hereby deleted and replaced with the following:

"1.20 OCCUPANCY DATE

A. The entire office building, annex, and parking structure must be completed and ready for occupancy by December 31, 2009. Upon delivery of the leased premises as substantially complete, the Government will prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor must complete all punch list items with thirty (30) days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government will withhold from the monthly rental payable by the Government the amount of five per cent (5%) of each monthly rental amount (the "Retainage"). The Government will pay the Retainage to the Lessor within thirty (30) days after the Final Completion Date. In addition, the government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by the government personnel to escort the Lessor's contractors through the building."

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: **ASP Denver, LLC**

BY [Signature]
(Signature)

Chief Manager
(Title)

IN THE PRESENCE OF [Signature]
(Signature)

As shown above
(Address)

UNITED STATES OF AMERICA GSA, Public Building Services, Colorado Service Center

BY [Signature]

Contracting Officer