

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE: <div style="font-size: 1.2em; margin-top: 5px;">9-30-2010</div>
TO LEASE NO. GS-08P-14319		
ADDRESS OF PREMISES 1555 North Newport Road, Colorado Springs, Colorado 80916-2727		
THIS AGREEMENT, made and entered into this date by and between: CHARTER NEWPORT, L.P. whose address is 1845 WOODALL RODGERS FWY, SUITE 1700 DALLAS, TX 75201-2288 hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the Lessor agrees to perform the work in accordance with the terms and conditions of said lease as amended. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 29, 2010</u> as follows: Paragraph 18 is hereby incorporated into the Lease: "18. Pursuant to Paragraph 2.2 and 2.3 of the Solicitation for Offers No. CO102738, entitled "Tenant Improvements" and "Tenant Improvements s rental Adjustment", respectively, the Lessor agrees to provide the government with all labor, materials, equipment, quality control, and supervision necessary to complete the tenant improvements as described in the attached Exhibit "A". The Government agrees to reimburse the Lessor in the amount not to exceed \$439,940.81 to be paid on a lump sum basis upon completion of the work, inspection and acceptance by the Government and upon receipt of an itemized invoice from the Lessor. In no event shall the Government make payment prior to the completion, inspection and acceptance. The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0018598. [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 ." 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, CHARTER NEWPORT, L.P. <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> (Signature) </div> <div style="text-align: center;"> vice president (Title) </div> </div>		
IN PRESENCE OF <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> (Signature) </div> <div style="text-align: center;"> 1845 WOODALL RODGERS, DALLAS, TX 75201 (Address) </div> </div>		
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> BY (Signature) </div> <div style="text-align: center;"> CONTRACTING OFFICER (Official Title) </div> </div>		