

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO.4 REVISED	DATE: <u>1-11-2011</u>
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>January 1, 2011</u> as follows:		
Paragraph 1 is hereby deleted and replaced:		
"1. The Lessor hereby leases to the Government the following described premises:		
A total of 64,455 rentable square feet (RSF) of office and related space, which yields 57,550 ANSI/BOMA Office Area square feet (USF) of space at Northrop Grumman Campus, 1555 North Newport Road, Colorado Springs, Colorado 80916-2727 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 230 parking spaces for exclusive use of Government employees and patrons. "		
Paragraph 2 is hereby deleted and replaced:		
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2011 and continuing through December 31, 2018, subject to termination and renewal rights as may be hereinafter set forth."		
CONTINUED ON PAGE 2 ATTACHED		
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.		
(Signature) <u>Philip C. Shubert</u>	(Title) <u>Vice President</u>	
IN PRESENCE OF <u>Heather</u>	(Signature)	
(Signature)	(Address) <u>1845 WOODALL RODGERS FWY, DALLAS, TX 75201</u>	
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE		
BY <u>Dan Kavy</u>	CONTRACTING OFFICER	
(Signature)	(Official Title)	

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Paragraph 3 is hereby deleted and replaced:
 "3.

DATES	YEAR	RENTABLE SQUARE FOOTAGE	BASE RENT	TENANT IMPROVEMENTS	OPERATING RENT*	PARKING	ANNUAL RENT
1/1/2011-12/31/2011	1	64,455	\$ 573,649.50	\$ -	\$ 480,189.75	\$ -	\$ 1,053,839.25
1/1/2012-12/31/2012	2	64,455	\$ 573,649.50	\$ -	\$ 480,189.75	\$ -	\$ 1,053,839.25
1/1/2013-12/31/2013	3	64,455	\$ 573,649.50	\$ -	\$ 480,189.75	\$ -	\$ 1,053,839.25
1/1/2014-12/31/2014	4	64,455	\$ 573,649.50	\$ -	\$ 480,189.75	\$ -	\$ 1,053,839.25
1/1/2015-12/31/2015	5	64,455	\$ 573,649.50	\$ -	\$ 480,189.75	\$ -	\$ 1,053,839.25
1/1/2016-12/31/2016	6	64,455	\$ 605,877.00	\$ -	\$ 480,189.75	\$ -	\$ 1,086,066.75
1/1/2017-12/31/2017	7	64,455	\$ 605,877.00	\$ -	\$ 480,189.75	\$ -	\$ 1,086,066.75
1/1/2018-12/31/2018	8	64,455	\$ 605,877.00	\$ -	\$ 480,189.75	\$ -	\$ 1,086,066.75

* Operating rent is subject to annual adjustment in accordance with Paragraph 3.3 of SFO No. CO102738

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
 CHARTER NEWPORT, L.P.
 1845 WOODFALL RODGERS, SUITE 1700
 DALLAS, TX 75201"

Paragraph 7 is hereby deleted and replaced:

"7. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$7.45/RSF (\$480,189.75/annum)."

Paragraph 19 is hereby incorporated into the Lease:

"19. Pursuant to Paragraph 2.2 and 2.3 of the Solicitation for Offers No. CO102738, entitled "Tenant Improvements" and "Tenant Improvements 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 Lessor shall provide the above work at no cost to the Government. The costs in Exhibit A parts 1, 2 and 3 totaling \$87,043 are being paid directly by the Lessor as a credit against the outstanding \$109,000 owed to the government. A total of \$21,957 owed to the Government remains outstanding."

Paragraph 20 is hereby incorporated into the lease

"20. Boulders will be placed on the premises of the leased building as described in the attached Exhibit "B". At the current or subsequent Lessor's request, with a Ninety (90) day written notice, the Government agrees to relocate the boulders so that they are completely within the boundaries of the leased premises, at no cost to the Lessor. At the end of the lease term the Government agrees to remove the boulders from the leased premises."

INITIALS	
LESSOR	GOVERNMENT
PS	