

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO.4	DATE: 1-11-2011
	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 January 1, 2011 as follows:

Paragraph 2 is hereby deleted and replaced:

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.

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"

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.

*Paul Shuler* Vice President

(Signature)

IN PRESENCE OF

(Signature)

(Title)

(Address)

1845 WOODALL RODGERS, 1700, Dallas, TX 75201

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

BY

(Signature)

CONTRACTING OFFICER

(Official Title)

**Supplemental Lease Agreement #4**  
**LCO14319**  
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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 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 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	