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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT No. 2 | DATE <div style="font-size: 1.5em; font-family: cursive;">9/26/11</div> |
| | | TO LEASE NO. GS-08P-LCO14574 |

ADDRESS OF PREMISES High Pointe Tower
6430 South Fiddler's Green Circle
Greenwood Village, CO 80111-4973

THIS AGREEMENT, made and entered into this date by and between,
NBS – High Pointe Tower OpCo, LLC

whose address is: **121 SW Morrison Street, Ste 260**
Portland, OR 97204-3132

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 reconcile tenant improvements, change square footage, and establish the beneficial occupancy date.**

NOW THEREFORE, these parties for the considerations hereafter mentioned covenant and agree that the said Lease is amended, effective **April 27, 2011** as follows:

Paragraph 1 is deleted in its entirety and replaced by the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 14,094 rentable square feet (RSF) of office and related space, which yields 12,336 ANSI/BOMA Office Area square feet (USF) of space at 6430 S. Fiddler's Green Circle, Greenwood Village, CO 80111-4986 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government, the Lessor shall ensure that the Government has at all times 35 surface parking spaces and 7 structured parking spaces at the premises available for use by Government employees and patrons."

Paragraph 2 is deleted in its entirety and replaced by the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 27, 2011 and continuing through April 26, 2021, subject to termination and renewal rights as may be hereinafter set forth"

Paragraph 3 is deleted in its entirety and replaced by the following:

"3. The Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:

| <u>Years</u> | <u>Shell</u> | <u>Operating</u> | <u>Tenant Improvements</u> | <u>Taxes</u> | <u>Total Annual</u> |
|--------------|--------------|------------------|----------------------------|----------------|---------------------|
| 1-5 | \$135,268.06 | \$90,922.79* | \$61,293.30** | \$27,435.13*** | \$314,919.28 |
| 6-10 | \$198,773.57 | \$90,922.79* | \$0 | \$27,435.13*** | \$317,131.49 |

* Subject to annual CPI adjustments.
** Amortized remainder of Tenant Improvement costs at 7% over 60 months.
*** Taxes are subject to the Tax Adjustment clause.

Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

NBS-HIGH POINTE TOWER OPCO, LLC
C/O COLLIERS INTERNATIONAL
4643 SOUTH ULSTER STREET, SUITE 1000
DENVER, COLORADO 80237-4304"

Paragraph 4 is deleted in its entirety and replaced by the following:

"4. The Government may terminate this lease in whole or in part at any time after April 26, 2016 by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 7 is deleted in its entirety and replaced by the following:

"7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$257,952.83 shall be amortized through the rent for 5 years at the rate of 7%. The total annual cost of Tenant Improvements for the amortization period shall be \$81,293.30."

Paragraph 9 is deleted in its entirety and replaced by the following:

"9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$90,922.79/annum."

Paragraph 10 is deleted in its entirety and replaced by the following:

"10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.14250873 (14,094 RSF/12,336 ABOA SF)."

Paragraph 13 is deleted in its entirety and replaced by the following:

"13. Pursuant to Paragraph 3.4, Tax Adjustment (SEP 2000), for the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 11.78% based upon occupancy of 14,094 Rentable Square Feet in a building with a total of 119,834 RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Base year share of annual Real Estate Taxes is \$27,435.13 or approximately \$1.95 per RSF and cost is included in Shell Rental Rate."

Paragraph 15 is deleted in its entirety and replaced with the following:

"In accordance with the Lease, the Government on April 27, 2011, accepted the Lessor's work to provide and install the items described in the proposal provided by the Lessor dated February 24, 2011, and further described in the Construction Drawings dated March 16, 2011. Therefore, in accordance with the Lease, the Government agrees to pay and the Lessor agrees to accept \$354,552.42 (based on the Lessor's invoice dated June 2, 2011), of which \$257,952.83 is to be amortized over the firm term of the Lease at a rate of 7% with the remaining amount of \$96,599.59 to be paid to the Lessor via lump sum in accordance with the Lease.

In order to receive payment of the lump sum of \$96,599.59, the Lessor shall provide with the invoice a unique invoice number and cite the following PDN number PS0019696. [Invoices submitted without the PDN are immediately returned to the Vendor.] Such invoice shall be submitted by the Lessor to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. If the Lessor is unable to process the invoices electronically, the Lessor may mail the invoice 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 in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: NBS-High Points Tower OpCo, LLC

BY

(Signature)

(Date)

9/26/11

Authorized Signatory

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Signature)

9/26/11

(Date)

Same As Above

(Address)

UNITED STATES OF AMERICA

BY

Kristin Arit

(Name)

(Signature)

(Signature)

9/28/11

(Date)

Contracting Officer, GSA

(Title)