

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

DATE:

3/31/11

TO LEASE NO. 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 provide for **Required tenant improvements for initial occupancy to collocate** with its existing leased space as laid forth in **SFO # 9CO2232 dated 07/20/2010** and its Attachments.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective 03/09/2011 as follows:

Paragraph 15 is hereby added:

"15. REIMBURSABLE ITEMS: The Lessor hereby agrees to provide, install and maintain the items described in the proposal provided by the Lessor dated 02/24/2011. Changes to the scope of work must be approved by the Contracting Officer. The Government agrees to reimburse the Lessor in the amount not to exceed \$360,499.66 (based off of the Architectural Drawings still to be finalized as Construction Drawings) of which, \$255,637.15 is to be amortized over the firm term of the lease at the rate of 7% with the remaining amount to be paid via lump sum, upon completion of said work and reasonable satisfaction of the Government. Reimbursement to the Lessor will be made upon inspection and acceptance of the work by the GSA Contracting Officer and upon receipt of an itemized invoice from the Lessor.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0019696**. [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. Vendors who are unable to process the invoices electronically, may mail the invoices 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 effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, NBS – High Pointe Tower OpCo, LLC

BY

(Signature)

Authorized Signatory

(Title)

IN PRESENCE OF

(Signature)

121 SW Morrison, Ste 260, Portland, OR 97204

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY

(Signature)

CONTRACTING OFFICER

(Official Title)