

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO.4
(revised 4)

DATE: October 16, 2006

GS-08P- 13980

ADDRESS OF PREMISES 1595 Wynkoop
Denver, Colorado 80202

THIS AGREEMENT made and entered into this date by and between FEPA, L.C.C.

whose address is: 1855 Blake Street, Suite 200

Denver, Colorado 80202

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 incorporate revised tenant improvement cost and incorporate new occupancy and rent commencement dates.

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

Lease is amended, effective October 16, 2006 as follows:

Paragraph 2 is hereby deleted and replaced with the following:

"2. To Have and To Hold the said Premises with their appurtenances for the term beginning December 15, 2006, through December 31, 2016. Rent will commence on January 1, 2007."

Paragraph 38 is hereby incorporated into the Lease agreement.

"38. The tenant improvements to be constructed by the Lessor for the Government are those described and depicted on the Construction Documents and Specifications dated February 24, 2006 (which are listed on Exhibit A attached hereto) and in Bid Addenda Nos. 1, 2, 3 and 4 (collectively, the "Tenant Improvement Documents"), subject to modification by approved Change Orders. The tenant improvement cost of \$14,309,795.54 for such improvements has been deemed fair and reasonable. This cost includes [REDACTED] for HVAC systems which has been approved by the Government. In addition, the costs for Revised fire sprinkler head locations [REDACTED], Preaction system on the 3rd floor [REDACTED] Sound Masking System [REDACTED], Window Blinds [REDACTED] have been included. Per the Lease agreement, the Lessor is to provide \$7,308,480.00 of tenant improvements in the rental rate. Thus, the Federal Government will reimburse the Lessor in the amount of \$7,001,315.54 reimbursable at the time of occupancy. All items must be provided and installed, and approved by the Government. In addition, an itemized invoice for the \$7,001,315.54 in tenant improvements must be provided to the Government on Opus Northwest construction letterhead before payment can commence."

"The vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0008720 (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."

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

LESSOR

FEPA L.L.C.

Title

GUARANTOR Opus Northwest Construction, LLC

Title

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

BY

(Signature)

(Official Title)