

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT  
No. 2 Revised

DATE

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
GS-08P-14226

ADDRESS OF PREMISE 8000 East 36<sup>th</sup> Avenue  
Denver, Colorado 80238-3559

THIS AGREEMENT, made and entered into this date by and between

whose address is **ASP Denver, LLC**  
1801 W. End Ave.  
Suite 1600  
Nashville, TN 37203-2623

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 modify paragraphs 1 and 2 of Standard Form 2 and paragraph 1.20 of the Solicitation For Offers.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 5, 2010 as follows:

1. Paragraph 1 of the lease is hereby deleted and replaced with the following:

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

Approximately 175,155 rentable square feet of office and related space, 340 structured parking spaces and 25 visitor surface parking spaces located at 8000 East 36<sup>th</sup> Avenue, Denver, Co. 80238-3559."

2. Paragraph 2 of the lease is hereby deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 12, 2010 through March 11, 2030."

3. Paragraph 1.20 A of the Solicitation for Offers, attached to and made a part of the lease is hereby deleted and replaced with the following:

"1.20 OCCUPANCY DATE

A. The entire office building, annex, and parking structure must be completed and ready for occupancy by March 12, 2010. Upon delivery of the leased premises as substantially complete, the Government will prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor must complete all punch list items with thirty (30) days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government will withhold from the monthly rental payable by the Government the amount of five per cent (5%) of each monthly rental amount (the "Retainage"). The Government will pay the Retainage to the Lessor within thirty (30) days after the Final Completion Date. In addition, the government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by the government personnel to escort the Lessor's contractors through the building."

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: **ASP Denver, LLC**

BY

(Signature)

IN THE PRESENCE OF

(Signature)

*Ching Morgan*  
(Title)

1801 West End Ave. Ste. 1600  
Nashville, TN. 37203

UNITED STATES OF AMERICA GSA, Public Building Services, Colorado Service Center

BY

Mark K. Pearce

Contracting Officer

(Official Title)