

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	LEASE AMENDMENT NO. # 2	DATE: 4/19/2013
	TO LEASE NO. LCO-14662	

ADDRESS OF PREMISES 5619 DTC Parkway  
Greenwood Village, CO 80111-3150

THIS AGREEMENT, made and entered into this date by and between: **Sun Life Assurance Company of Canada**

whose address is: One Sun Life Executive Park  
Wellesley, MA 02481-3615

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 expand the leased premises by 2,944 RSF.

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

Lease is amended, effective April 19<sup>th</sup>, 2013, for the expansion of the lease to include the leased space known as Suite 450,

Sub-Paragraph 1.01 – The Premises is hereby deleted in its entirety and replaced with the following:

"Unless otherwise noted, the Government accepts the leased premises of Suite 400 and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 16,425 rentable square feet (RSF), yielding 13,880 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.18335735%, located on the 4th floor(s) and known as Suite 400 (13,481 RSF / 11,499 ABOA) and Suite 450 (2,944 RSF / 2,381 ABOA), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1 and Exhibit A-2."

(Continued on the next page)

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, Sun Life Insurance Company of Canada

John Mulvihill  
Authorized Signer

BY

IN PRESENCE OF

Charles S. Andes  
Authorized Signer

5/6/13  
(Date)

(Signature)

(Address)

(Date)

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

BY

(Signature)

(Date)

5/7/13

LEASE CONTRACTING OFFICER,  
GSA, PUBLIC BUILDING SERVICES  
(Official Title)

**Sub-Paragraph 1.02 - Express Appurtenant Areas is here by deleted in its entirety and replaced with the following:**

"The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** 51 parking spaces as depicted on the plan attached hereto as **Exhibit B** of which 51 shall be structured inside spaces for the exclusive use of the Government, 47 shall be reserved parking spaces, and 4 shall be unreserved parking spaces. The total cost of the 47 reserved parking spaces is [REDACTED] the costs of the reserved parking spaces break down as follows: Suite 400: 44 spaces at [REDACTED] Annually (@ [REDACTED] per space per year) and Suite 450: 3 spaces at [REDACTED] Annually (@ [REDACTED] per space per year). In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease."

**Sub Paragraph "A" of Paragraph 1.03- Rent and Other Consideration is here by deleted in its entirety and replaced with the following:**

"A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

See Attachment #1 - Rental Schedule (1 Page)

\*Operating Expenses and Taxes Subject to annual CPI Adjustments as per LCO14662.

**Sub-Paragraph 1.09- Percentage of Occupancy for Tax Adjustment, Establishment of Tax Base is here by deleted in its entirety and replaced with the following:**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 6.77% percent. The percentage of occupancy is derived by dividing the total Government space of 16,425 RSF by the total building space of 242,610 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$39,957.59**.

**Sub-Paragraph 1.10- Operating Cost Base is here by deleted in its entirety and replaced with the following:**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$149,738.57** /annum.

**Sub-Paragraph 1.15- Tenant Improvement Allowance is here by added:**

Included in the Shell Rental Rate for the 2,944 RSF expansion of Suite 430 is a Tenant Improvement (TI) allowance of **\$29,368.86** (\$9.98 / RSF). The total amount of **\$29,368.86** shall be used at the Government's sole discretion and is provided at no cost to the government.

The Lessor shall furnish a "Warm Lit Shell" as per the requirements of LCO14662 for the Government at the Lessor's Expense which costs shall be incorporated into the Shell Rental Rate of \$40,796.40 annually, or \$13.88 per RSF as per the attached Rental Schedule. "Warm Lit Shell" costs were agreed to be \$62,184.73 and found to be fair and reasonable by the Government.

Final Tenant Improvement costs are **\$159,766.58** and have been found to be fair and reasonable. Final tenant improvement costs will be reimbursed via lump sum payment as per the below instructions.

The Lessor shall provide to the Government a full accounting of the funds expended for the completion of the Tenant Improvements not later than 30 days after the Government acceptance and occupancy of the space. Said Tenant Improvements are to be paid on a lump sum basis upon completion of the work, inspection and acceptance by the Government in accordance with the Prompt Payment Act. In no event shall the Government make payment prior to the completion, inspection and acceptance.

**REIMBURSABLE ITEMS:** The Government agrees to reimburse the Lessor in the amount **NOT TO EXCEED \$159,766.58**. Payment will be made on a lump sum basis upon completion of the work, inspection and acceptance by the Government and upon receipt of an itemized invoice from the Lessor in accordance with the Prompt Payment Act found in Form 3517B - Page 10 and 11 of LCO14662; 552.232-75 Prompt Payment (Sep 1999).

Payment shall be forwarded to:

Sun Life Assurance Company of Canada  
c/o Meant Knaus Partners  
5619 DTE Parkway Suite 150  
Greenwood Village, Colorado 80111

The Vendor receiving payment shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN number **PS0026431**. 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](http://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.

(End of Amendment)