

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 3
	TO LEASE NO. LCO14688

ADDRESS OF PREMISES 134 Union Blvd.  
Lakewood, CO 80228-1856

THIS AGREEMENT, made and entered into this date by and between LAKE PLAZA, LLC

whose address is 44 Union Blvd., Suite 121  
Lakewood, CO 80228-1808

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 space by approximately 2,576 RSF on the 5<sup>th</sup> Floor of 134 Union Blvd.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2013, as follows:

**Paragraph 1 is hereby deleted in its entirety and replaced with the following**

"1. The Lessor hereby leases to the Government the following described premises:  
84,742.25 rentable square feet (r.s.f.), yielding approximately 83,449.34 ANSI/BOMA Office Area square feet and related space located on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Floors at 134 Union Blvd., Lakewood, CO 80228-1856 and on the 1<sup>st</sup> Floor at 44 Union Blvd, Lakewood, CO 80228-1808, together with 15 reserved, onsite parking spaces and 250 surface, onsite parking spaces onsite, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

**Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

"3. The Government shall pay the Lessor annual rent as follows:

Year	Effective Dates	Rentable Square Feet	Shell Rent	Operating Rent*	Total Annual Rent	Total Monthly Rent
1-5	3/1/13-7/31/17	84,742.25	\$1,210,086.99	\$339,215.76	\$1,549,302.75	\$129,108.56
6-10	8/1/17-12/31/22	84,742.25	\$1,442,482.40	\$339,215.76	\$1,781,698.16	\$148,474.85

*\*Operating Rent is subject to annual CPI adjustments*

Rent for a lesser period shall be prorated. Rent shall be payable to:

Lake Plaza, LLC  
44 Union Blvd, Suite 121  
Lakewood, CO 80228-1808"

**Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

"4. The Government may terminate this lease in whole or in part effective any time after July 31, 2019 by giving at least 120 days' prior notice in writing to the Lessor. 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 10 is hereby deleted in its entirety and replaced with the following:

"10. **Tax Adjustment:** Pursuant to Paragraph 4.2, "Tax Adjustment" for purposes of tax escalation, the Government occupies 84,742.25/187,409 rentable square feet (45.22%). The tax base year is hereby set as 2011, and the tax base is hereby set as \$377,857.78 per annum."

Paragraph 11 is hereby deleted in its entirety and replaced with the following:

"11. **Operating Cost:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$339,215.76 per annum, or approximately \$4.00 per rentable square foot per annum."

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 below date.

FOR THE LESSOR:

Signature: [Signature]

Name: Arbuna Konopka

Title: Asset Manager

Entity Name: Lake Plaza, LLC

Date: 3/8/13

FOR THE GOVERNMENT:

Signature: [Signature]

Name: Jessica Ballard-Culp

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 5/23/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]

Name: Tracy Nelson

Title: Agent for Owner

Date: 3/8/13