

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>10</u>
	TO LEASE NO. LCO14643
ADDRESS OF PREMISES: OAKRIDGE OFFICE BUILDING 1201 OAKRIDGE DRIVE FORT COLLINS, CO 80525-5562	PDN Number:

THIS AMENDMENT, made and entered into this date by and between The Carrington Company

whose address is: 627 H Street
Eureka, CA 95501-1025

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by reconciling the fully completed and accepted project, adjusting the full serviced rent accordingly, adjusting the commission and commission credit paragraph, and providing a termination date to the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, October 1, 2015, as follows:

This Lease Amendment contains 5 pages including "Exhibit - Rent Schedule" and "Exhibit - Change Order Log".

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: _____ Name: _____ Title: _____ Entity: _____ Date: <u>10/21/15</u>	FOR THE GOVERNMENT: Signature: _____ Name: _____ Title: Lease Contracting Officer GSA, Public Buildings Service, Date: <u>10/28/15</u>
--	---

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: JAMES HALE
Title: ASSET MANAGER
Date: 10-21-15

The following paragraph is deleted in its entirety from Lease Amendment 6 and Lease amendment 7 and is replaced with the following:

1.03 RENT AND OTHER CONSIDERATIONS:

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

See attached Exhibit A.

The Following paragraph is deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT:

CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent

October 1, 2015 Rental Payment \$119,271.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

November 1, 2015 Rental Payment \$119,271.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

December 1, 2015 Rental Payment \$119,271.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent

The following paragraph is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective ~~July 31, 2026~~ ^{August 1, 2024} by providing not less than one hundred eighty (180) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

The following paragraph is hereby added:

7.03 [REDACTED] Cost Reconciliation

In the Previous Lease Amendment 7, a total of \$1,254,768.78 for tenant improvements was authorized which was under the Tenant Improvement Allowance of \$1,667,489.28 allotted for [REDACTED]. In addition, to those tenant improvements the following non-sequential change orders and other costs were approved by the Government.

INITIALS: [Signature] LESSOR & [Signature] GOV'T

1.03 RENT AND OTHER CONSIDERATIONS: Exhibit A – Rent Schedule

LCO14643 - Rent Schedule

Year	Effective Dates	Rentable Square Feet	Shell Rent	Operating Rent	Taxes	Tenant Improvements** *	Total Annual Rent	Total Monthly Rent
1	8/1/14-7/31/15	58,058.00	\$715,470.10	\$276,356.08	\$205,329.78	\$31,120.07	\$1,228,276.03	\$102,356.34
2	8/1/15-9/30/15	58,058.00	\$715,470.10	\$275,508.835	\$205,329.78	\$31,120.07	\$1,227,428.79	\$102,285.73
2-10	10/1/2015-7/31/24	58,058.00	\$715,470.10	\$275,508.835	\$205,329.78	\$234,096.30	\$1,430,405.02	\$119,200.42
11-12	8/1/24-7/31/26	58,058.00	\$715,470.10	\$275,508.835	\$205,329.78	\$0.00	\$1,196,308.72	\$99,692.39

*Operating Rent is subject to annual CPI adjustments and includes all adjustments through 8/31/15

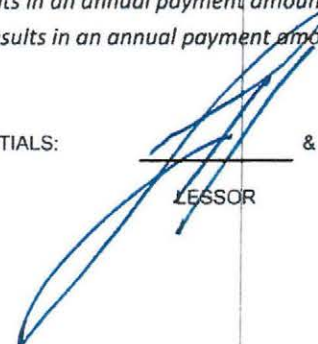

** Rates per square foot are approximate

*** The [redacted] Tenant Improvement Allowance of \$256,144.55 is amortized at a rate of 4% for 120 months which results in an annual payment amount of \$31,120.07

**** The [redacted] Tenant Improvement Allowance of \$1,508,337.47 is amortized at a rate of 4% for 106 months which results in an annual payment amount of \$202,976.23

***** Taxes are subject to adjustment per Lease paragraph 2.06

INITIALS:

 & 

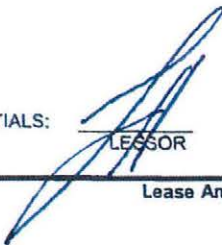
LESSOR

GOV'T

Description	NPS Cost Reconciliation	Cost
█	Initial Amount for Tenant Improvements	\$1,254,768.78
Total Change Orders	See attached exhibit for a list of all approved change orders	\$257,273.46
Card Reader	N/A	█
Storage Trailers	Credit	█
TOTAL TENANT IMPROVEMENTS		\$1,508,337.47

Therefore, The total amount of Not to Exceed \$1,508,337.47, which takes into consideration the Total Tenant Improvements and reconciliation of other costs which will be amortized over the remaining firm term of the lease and the full service rent per paragraph 1.03. Rent and Other Consideration will be adjusted. See Exhibit – Change Order Log for further details.

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR & KH GOVT