

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-08P-14643
LEASE AMENDMENT	PDN Number:
ADDRESS OF PREMISES: 1201 Oak Ridge Drive FORT COLLINS, CO 80525-5562	

THIS AMENDMENT is made and entered into 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: To set effective date and amend USF & RSF and rent respectively.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, **effective August 1, 2014** as follows:

**TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on

**August 1, 2014 and continuing thru July 31, 2026, 12 years, with a firm term of ten (10) years**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

A. **Paragraph 1.01** is hereby deleted and replaced with the following:

"Office and Related Space: **58,058 rentable square feet (RSF), yielding 47,982 ANSI/BOMA Office Area (ABOA)** square feet of office and related space (based upon a Common Area Factor of **1.209995415**, located on floors 1-2 and partial floor 3 known as Suite 301, of the Building.

- Floors 1 and 2 will house [REDACTED] for a total of 42,152 usf/ 51,003.73 rsf.
- Floor 3 will house [REDACTED] for a total of 5,830 usf/ 7,054.27 rsf."

This Lease Amendment contains one 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 below date.

FOR THE LESSOR:  
[REDACTED]  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR THE GOVERNMENT:  
[REDACTED]  
Signature: \_\_\_\_\_  
Name: AVARON MICKELSON  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 9/4/14

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: Jonna Sander-Gritsch  
Title: Office Manager  
Date: September 3, 2014

B. Paragraph 1.03 A. Rent and Other Consideration is hereby deleted and replaced with the following:

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

	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT	ANNUAL RATE PER SF
ANNUAL SHELL RENT	\$920,799.88	\$920,799.88	\$15.86
* OPERATING COSTS <sup>2</sup>	\$276,356.08	\$276,356.62	\$4.76
<b>TOTAL ANNUAL RENT</b>	<b>\$1,197,155.96</b>	<b>\$1,197,155.96</b>	<b>\$20.62</b>

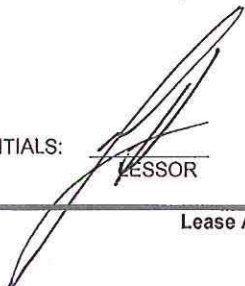
<sup>2</sup>Operating costs are to be annually adjusted per Paragraph 2.08 of this lease

\*\*Agency Tenant Improvements and BSAC Improvements will be paid once they are fully completed, approved and accepted by the Government. Broker Commissions and commission credit will be adjusted upon completion of the tenant improvements and the Commission credit will be applied to the months subsequent to acceptance. Lease Amendment #6 will be issued to reconcile the project and adjust the full service rent accordingly.”

C. Paragraph 1.11 Percentage of Occupancy is hereby deleted and replaced with the following:

“The Government’s Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **88.34%**. The percentage of occupancy is derived by dividing the total Government space of 58,058 RSF by the total building space of 65,720 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$205,329.78 (based on the Property Tax Statement for 2010).“

INITIALS:  LESSOR

&

 GOVT