

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No: 1
	TO LEASE NO: GS-08P-14681
ADDRESS OF PREMISES UNION PARK PLAZA 155 VAN GORDON STREET LAKEWOOD, CO 80228-1709	Date: June 26, 2015

THIS AMENDMENT is made and entered into between

Union Park Plaza, Partnership

whose address is: 12600 W. Colfax Avenue
Suite B-130
Lakewood, CO 80215-3752

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 reduce the square footage under lease for the [REDACTED].

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, 2015** as follows:

1. Lease Paragraph 101.A., *The Premises (Succeeding)*, is hereby deleted and replaced with the following:

"A. Office and Related Space: A total of 131,654.65 rentable square feet/ 114,747ANSI/BOMA Office Area (ABOA) square feet of office and related space are under lease."

This Lease Amendment contains 2 pages.

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 [REDACTED]

Signature: [REDACTED]
Name: [REDACTED]
Title: Owner
Entity Name: Union Park Plaza
Date: 7/1/15

FOR THE [REDACTED]

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/1/15

WITN [REDACTED]

Signature: [REDACTED]
Name: Ann Marks
Title: Office Manager
Date: 7/1/2015

2. Lease Paragraph 1.03.A , *Rent and Other Considerations*, is hereby deleted and replaced with the following:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ^{1,6}	\$1,112,703.76	\$1,112,703.76
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$1,163,484.28	\$1,163,484.28
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,619,979.26	\$2,619,979.26

¹Shell rent calculation:

(Firm Term) \$11.06 per RSF multiplied by 131,655 RSF

(Non Firm Term) \$11.06 per RSF multiplied by 131,655 RSF

²The Tenant Improvement Allowance of \$0 is amortized at a rate of X percent per annum over 0 years

³Operating Costs rent calculation: \$8.84 per RSF multiplied by 131,655 RSF 0 percent per annum over 0 years

⁴Parking costs described under sub-paragraph H below

⁶Real Estate Taxes of \$2.81/rsf are included in the shell rental rate

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term, if applicable."

3. Lease Paragraph 1.11, *Percentage of Occupancy for Tax Adjustment*, is hereby deleted and replaced with the following:

"As of the Lease Award Date, the Government Percentage of Occupancy, as defined the *Real Estate Adjustment* Paragraph of this lease is **94.536%**. The Percentage of Occupancy is derived by dividing the total Government Space [REDACTED] of 131,655 RSF by the total Building space of 139,265 RSF."

4. Lease Paragraph 1.13, *Operating Cost Base*, is hereby deleted and replaced with the following:

"The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$8.84** per RSF or \$1,163,484.28 per annum."

5. Lease Paragraph 2.05, *Payment of Broker*, is hereby deleted in its entirety.

INITIALS:


LESSOR

&


GOVMT