

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-08P-LCO14904
ADDRESS OF PREMISES: 111 S. Tejon St. Colorado Springs, CO 80903	PDN Number: N/A

**THIS AMENDMENT**, which is two pages, is made and entered into between **SCMC, LLC**

whose address is: 111 South Tejon St, Suite 222  
Colorado Springs, CO. 80903,

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

**WHEREAS**, the Government mistakenly began paying rent under the above-referenced Lease for the period beginning November 18<sup>th</sup>, 2016 through June 30<sup>th</sup>, 2017 instead of beginning rent payments after Lease term commencement upon acceptance of Premises, which has yet to occur, in accordance with this Lease ("Premature Rent Payment Mistake"); and

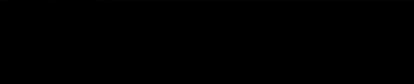
**WHEREAS**, the parties hereto desire to correct the Premature Rent Payment Mistake and establish that the parties' commission obligations under this Lease have been satisfied.

**NOW THEREFORE**, the parties hereto for the considerations hereinafter mentioned covenant and agree that this Lease is amended, effective July 1, 2017, as follows:

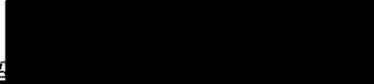
- (1) To correct the Premature Rent Payment Mistake, the Lessor shall pay to the Government by September 1, 2017, the amount of \$187,413.96 by check payable to the General Services Administration, which check the Lessor shall send by overnight mail to: U. S. General Services Administration, c/o Judi Shackelford, P. O. Box 25546, One Denver Federal Center, Building 41, Room 240, Denver, Co 80225.
- (2) The last sentence of Paragraph 6.) A. of Lease Amendment No. 1 is hereby deleted and replaced by the following: "The reduction in shell rent shall commence with the second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable." All of Paragraph 6.) B. of Lease Amendment No. 1 is hereby deleted and replaced by the following:

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature:   
 Name: Christopher S. Jenkins  
 Title: Manager  
 Entity Name: SCMC, LLC  
 Date: 7-12-2017

**FOR THE GOVERNMENT:**

Signature:   
 Name: AMY MOORE  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 7/13/2017

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Lori Jibreen  
 Title: Lease/Contract Administrator  
 Date: 7-12-2017

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 second month of the rental payments and continue as indicated in this schedule below for adjusted Monthly Rent:

Month 2 Rental Payment **\$43,508.76** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 2's Rent.

Month 3 Rental Payment **\$43,508.76** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 3's Rent.

Month 4 Rental Payment **\$43,508.76** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 4's Rent.

(3) All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS:  LESSOR &  GOVT