

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-LNC62440
ADDRESS OF PREMISES 2201 Coronation Blvd Charlotte, NC 28227-6741	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between LG2 Development, LLC

whose address is: 3200 Carbon Place, Suite 211  
Boulder, CO 80301-6132

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

**WHEREAS**, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to begin the shell rent and limited operating rent as outlined in the rent table below, and to change the Lease Number for the Lease and Supplemental Lease Agreement No. 1. It is mutually agreed that rent is being started prior to completion and acceptance of the Premises outlined in the Lease and that this is being done due to the Government's failure to timely provide DIDs per the Lease. Execution of this Lease Amendment does not relieve Lessor from its responsibilities to complete the tenant improvements under the Lease. As part of the consideration for this Lease Amendment No. 2, the Lessor does hereby irrevocably waive any and all possible claims for damages against the Government due to any delay in providing DIDs during the period from the Lease execution date (May 9, 2013) through July 29, 2014. Upon completion and acceptance of the Tenant Improvements as evidenced by a fully executed lease amendment (as required per the Lease), the firm term of the Lease shall be 10 years from the date of acceptance, and the non-firm term adjusted to reflect the remaining number of months to make the total term 15 years. The amount of Tenant Improvement Allowance expended will be amortized at a rate of 6.125% and in accordance with Paragraph 1.09 of the Lease. The TI, shell and operating expenses will be reconciled in a Lease Amendment at the conclusion of the build-out of the Tenant Improvement once the space has been accepted. Lease No. GS-04P-LNC62440 is hereby modified as follows:

1. The Lease Term is hereby restated as follows:

**"LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning on March 1, 2014 and continuing for a period of


**15 Years, 10 Years Firm,**

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 LESSOR:**

Signature:   
 Name: MATTHEW CAMPBELL  
 Title: MANAGER  
 Entity Name: LG2 DEVELOPMENT LLC  
 Date: 7 APR 14

**FOR THE GOVERNMENT:**

Signature:   
 Name: Heather Driskell  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 4/8/2014

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: WITNESS  
 Date: 7 APR 14

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government."

2. Paragraph 1.01 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 40,923 rentable square feet (RSF), yielding 38,257 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 6.97 percent, located on the first and second floor(s) and known as Suite(s) 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. For further clarification, the Premises will be occupied by two sub-Agencies within the [REDACTED] as follows:

Agency	ABOASF	RSF
[REDACTED]	17,284	18,488
[REDACTED]	20,973	22,435

3. Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates from March 1, 2014 through February 28, 2029

	BEGINNING MARCH 1, 2014 (NON-FIRM TERM)	(FIRM TERM) 10 YEARS	(NON-FIRM TERM) REMAINING TERM – 15 YEARS TOTAL
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$561,111.69	\$561,111.69	\$748,176.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$201,240.79	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>3</sup>	\$0.00	\$10,230.75	\$0.00
OPERATING COSTS <sup>4</sup>	\$66,795.00	\$221,338.05	\$221,338.05
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$627,906.69</b>	<b>\$993,921.28</b>	<b>\$969,515.03</b>

<sup>1</sup>Shell rent calculation:

(Non-firm Term Beginning on March 1, 2014) \$13.71 per RSF multiplied by 40,923 RSF  
 (Firm Term 10 Years) \$13.71 per RSF multiplied by 40,923 RSF  
 (Non-firm Term – Remaining Term – 15 Years Total) \$18.28 per RSF multiplied by 40,923 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,502,031.03 is amortized at a rate of 6.125% per annum over 10 Years

<sup>3</sup>The Building Specific Amortized Capital amount of \$75,615.00 is amortized at 6.125% over 10 years.

<sup>4</sup>Operating Costs rent calculation:

(Non-firm Term Beginning on March 1, 2014) \$1.63 per RSF multiplied by 40,923 RSF  
 (Firm Term 10 Years) \$5.41 per RSF multiplied by 40,923 RSF  
 (Non-firm Term – Remaining Term – 15 Years Total) \$5.41 per RSF multiplied by 40,923 RSF

<sup>5</sup>Parking costs are for 77 parking spaces for [REDACTED] 93 parking spaces for [REDACTED] and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month."

3. The Lease No. (GS-04B-62440) on the Lease and Supplemental Lease Agreement No.1 are hereby changed to reflect the proper Lease No. GS-04P-LNC62440.

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INITIALS:  LESSOR &  GOVT