GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES 2201 Coronation Blvd Charlotte, NC 28227-6741 LEASE AMENDMENT No. 4 TO LEASE NO. GS-04P-LNC62440 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 increase the amount of square footage occupied by the Government on the second floor clarify the amount of Premises allocable to shell on the first floor and to establish a revised rent table for the firm term of the Lease starting when the Tenant Improvements are complete and amend the commission credit due the Government with the start of rent. Lease No. GS-04P-LNC62440 (as amended by Lease Amendment 2 and Lease Amendment 3) is hereby modified as follows:

1. Paragraph 1.01 of the Lease is hereby deleted 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 38,888 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 5.23 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 as follows:

Agency	ABOASF	RSF
	17,915	18,488
	20,973	22,435

This Lease Amendment contains 3 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:	FOR THE GO
Signature: Name: Title: Entity Name: Date: Name: Name:	Signature: Name: Title: GSA, Public ballange service, Date: \$\begin{array}{c c c c c c c c c c c c c c c c c c c

Signature:
Name:
Title:
Date:

WITNESSED FOR THE LESSOR RV.

Signature:

Name:

Space in the table above includes 197 ABOASF of Agency space used to increase the size of the employee restrooms above the code required size and 97 ABOASF of Agency space used to increase the size of the entry vestibule above the code required size. For purposes of space measurement, the 294 ABOASF total for the increased restroom size and increased vestibule size shall be part of the ABOASF total."

2. Paragraph 1.03 of the Lease is hereby restated as follows:

"1.03 **RENT AND OTHER CONSIDERATION (AUG 2011)**

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

41	BEGINNING MARCH 1, (FIRM TERM) 2014 (NON-FIRM TERM) 10 YEARS	(Non-FIRM TERM) REMAINING TERM – 15 YEARS TOTAL	
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$561,111.69	\$577,505.14	\$748,176.98
TENANT IMPROVEMENTS RENT ²	\$0.00	\$191,180.17	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL ³	\$0.00	\$9,862.25	\$0.00
OPERATING COSTS ⁴	\$66,795.00	\$221,338.05	\$221,338.05
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$627,906.69	\$999,885.61	\$969,515.03

Shell rent calculation:

(Non-firm Term Beginning on March 1, 2014) \$13.71 per RSF multiplied by 40,923 RSF (Firm Term 10 Years) \$14.11 per RSF multiplied by 40,923 RSF (Non-firm Term – Remaining Term – 15 Years Total) \$18.28 per RSF multiplied by 40,923 RSF

²The Tenant Improvement Allowance of \$1,426,940.06 is amortized at a rate of 6.125% per annum over 10 Years.

The Building Specific Amortized Capital amount of \$73,610.25 is amortized at 6.125% over 10 years.

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

Parking costs are for 77 parking spaces for 93 parking spaces for and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month."

3. Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Commission is of the Commission, will be payable to Studley, Inc. with the remaining , 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:

Month 1 Rental Payment \$52,325.56 minus prorated commission credit of adjusted 1st Month's Rent. equals

Month 2 Rental Payment \$52,325.56 minus prorated commission credit of adjusted 2^{rid} Month's Rent. equals

adjusted 3rd Month's Rent. Month 3 Rental Payment \$52,325.56 minus prorated commission credit of

adjusted 4th Month's Rent. Month 4 Rental Payment \$52,325.56 minus prorated commission credit of

adjusted 5th Month's Rent." Month 5 Rental Payment \$52,325.56 minus prorated commission credit of equals

4. Paragraph 1.08 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

INITIALS:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,426,940.06 (\$39.2616 per ABOA SF for , and \$34.50 for The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6.125 percent."

5. Paragraph 1.11 of the Lease is hereby deleted in its entirety and replaced with the following:

PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent. The percentage of occupancy is derived by dividing the total Government space of 40,923 RSF by the total building space of 40,923

6. As of July 30, 2015, \$690,750.26 of rent has been paid by the Government to the Lessor in accordance with Lease Amendment Number
2 dated 4/8/2014. The amount of rent paid through July 30, 2015 includes Government reimbursement in the amount of
the "commission Credit due and owing under the Lease. The remaining amount of "commission Credit" due and owing under this Lease
Amendment No. 4 is which shall be deducted from the next installment of rent paid by the Government.
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INITIALS:

Lease Amendment Form 12/12