

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-08P-LCO14900
ADDRESS OF PREMISES 480 West Dahlia Street Louisville, Colorado 80027-4008	PDN Number: PSXXXXXXXX

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

whose address is: 3200 Carbon Place
Suite S211
Boulder, Colorado 80301-6139

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 reconcile Tenant Improvement costs and commence rent.

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, 2017**, as follows:

LEASE TERM is hereby deleted in its entirety and replaced with the following:

“LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term **August 1, 2017 – July 31, 2032** subject to termination rights as are hereinafter set forth, to be used for such purposes as determined by GSA.”

(Continued on next page)

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.

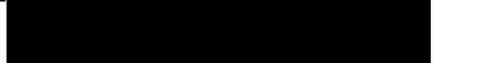
FOR THE LESSOR:

Signature: 
 Name: MATTHEW LAWRENCE
 Title: MANAGER
 Entity Name: LG2 Development LLC
 Date: 8-22-2017

FOR THE GOVERNMENT:

Signature: 
 Name: Kristin Howes
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 8/24/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: RENEE GOLOBIL
 Title: WITNESS
 Date: AUG 22, 2017

Lease Paragraph 1.03, RENT AND OTHER CONSIDERATION (SEP 2013), Subparagraph A is hereby deleted in its entirety and replaced with the following:

“1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM (08/01/2017 – 07/31/2027)	NON FIRM TERM (08/01/2027 – 07/31/2032)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$179,140.43	\$218,349.53
REAL ESTATE TAXES	\$18,515.88	\$18,515.88
TENANT IMPROVEMENTS RENT ²	\$34,716.11	\$0.00
OPERATING COSTS ³	\$35,543.75	\$35,543.75
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$4,492.99	\$0.00
TOTAL ANNUAL RENT	\$272,409.16	\$272,409.16

¹Shell rent calculation:
 (Firm Term) \$28.75 per RSF multiplied by 6,875 RSF
 (Non Firm Term) \$34.45315055 per RSF multiplied by 6,875 RSF
²The Tenant Improvement Allowance of \$266,572.24 is amortized at a rate of 5.5 percent per annum over 10 years.
³Operating Costs rent calculation: \$5.17 per RSF multiplied by 6,875 RSF
⁴Building Specific Amortized Capital (BSAC) of \$34,500.00 are amortized at a rate of 5.5 percent per annum over 10 years”

Lease Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012), Subparagraph B is hereby deleted in its entirety and replaced with the following:

“1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

B 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:

- August 2017 Shell Rental Payment \$16,471.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted August 2017 Shell Rent.
- September 2017 Shell Rental Payment \$16,471.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted September 2017 Shell Rent.
- October 2017 Shell Rental Payment \$16,471.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted October 2017 Shell Rent.
- November 2017 Shell Rental Payment \$16,471.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted November 2017 Shell Rent.”

Lease Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

“1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after July 31, 2027, by providing not less than 90 days’ prior written notice to the Lessor. The effective date of the termination shall be the day following the

INITIALS: JK & KL
 LESSOR GOVT

expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.”

All other terms and conditions of the lease shall remain in force and effect.

INITIALS: ME & KH
LESSOR GOV'T