

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No.1
	TO LEASE NO. GS-08P-14774
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES 621 17 <sup>th</sup> Street, Denver, CO 80202	PDN Number: PS0030876

**THIS AMENDMENT** is made and entered into between 621 17<sup>th</sup> Street Operating Company, LLC whose address is: 633 17<sup>th</sup> Street Suite 1650 Denver, CO 80202

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: amend annual rents, and provide notice to proceed for the construction of tenant improvements:

**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 January 15, 2015 as follows:

**I. Paragraph 1.03 of the Lease is hereby amended as follows:**

"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 <sup>1</sup>	\$278,392.66	\$417,451.58
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$237,444.48	\$237,444.48
Building Specific Amortized Capital (BSAC) <sup>4</sup>	\$0.00	\$0.00
Parking <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$515,837.14</b>	<b>\$654,896.06</b>

Shell rent calculation:

(Firm Term) \$10.13 per RSF multiplied by 27,482 RSF  
(Non Firm Term) \$15.19 per RSF multiplied by 27,482 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.

<sup>3</sup>Operating Costs rent calculation: \$8.64 per RSF multiplied by 27,482 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs described under sub-paragraph H below

II. Paragraph 7.03 is hereby added:

"REIMBURSABLE ITEMS: The Government agrees to reimburse \$899,253.10 to the Lessor upon completion and acceptance of the project by the Government and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

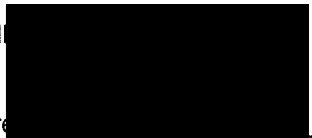
621 17<sup>TH</sup> Street Operating Company, LLC  
633 17<sup>TH</sup> Street, Suite 1650  
Denver, Colorado 80202

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0030876 [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7PBCP), P.O. Box 17181, Fort Worth, Texas 76102."

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



Signature: \_\_\_\_\_  
Name: MICHAEL MILGERS  
Title: V.P.  
Entity Name: 621 17TH ST OPERATING CO. LLC  
Date: 1-16-15

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/21/15

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

INITIALS: MM & DH  
LESSOR GOV'T