

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.3
	TO LEASE NO. GS-08P-14774
ADDRESS OF PREMISES 621 17 th Street, Denver, CO 80202	PDN Number: PS0030876

THIS AMENDMENT is made and entered into between 621 17th Street Operating Company, LLC

whose address is: 633 17th 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 that the Government begin paying rent for two of the locations under this Lease that the Government has already begun occupying ("Partial Occupancy") until the third location under this Lease is ready for occupancy at which time full occupancy of the Premises is established and the Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit will be established by Lease Amendment.

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 April 1, 2015 as follows:

I. LEASE TERM

- A. For Partial Occupancy only, "To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 10 Years, 5 Years Firm" is hereby deleted from the section entitled "Lease Term" on page 1 of GSA FORM L201C of the Lease and replaced with the following language ("Replacement Language"):

"To Have and To Hold 17,665.92 Rentable Square Feet (located at 633 17th Street, Denver, CO 80202 in Suites 300 and 400) of the said Premises with its appurtenances for the term beginning April 1, 2015 and continuing for a period of 10 Years, 5 Years Firm from April 1, 2015, unless and until acceptance of the 9,816.08 Rentable Square Feet (located at 633 17th Street, Denver, CO 80202 in suite 350) of the said Premises as required by this Lease".

- B. At acceptance of the 9,816.08 Rentable Square Feet (located at 633 17th Street, Denver, CO 80202 in Suite 350) of the Premises as required by this Lease, or full occupancy of the Premises ("Date of Acceptance"), (1) the Replacement Language in section I.A. above shall be deleted from the Lease and replaced by "To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 10 Years, 5 Years Firm," (2) the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, (3) the rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses, and (4) the parties shall memorialize full occupancy of the Premises by Lease Amendment the following: (a) the Lease Term Commencement Date as the Date of Acceptance, (b) final measurement of the Premises, (c) reconciliation of the annual rent, and (d) amount of Commission Credit, if any.

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

"A. For Partial Occupancy only, 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 ¹	\$184,608.89	\$426,245.82
Tenant Improvements rent	\$0.00	\$0.00
Operating Costs ²	\$152,633.57	\$237,444.48
Building Specific Amortized Capital (BSAC)	\$0.00	\$0.00
Parking	\$0.00	\$0.00
Total Annual Rent	\$337,242.46	\$663,690.30

¹Shell rent calculation:

(Firm Term) \$10.45 per RSF multiplied by 17,665.92 RSF

(Non Firm Term) \$15.51 per RSF multiplied by 27,482 RSF

²Operating Costs rent calculation: \$8.64 per RSF multiplied by 27,482 RSF

III. Paragraph 1.02 is hereby amended as follows:

"A. Parking: 27 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 27 shall be structured/inside parking spaces," is hereby deleted and replaced with the following:

"A. Parking: 31 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 31 shall be structured/inside parking spaces,"

IV. Paragraph 1.04 is hereby amended as follows:

"The reduction in shell rent shall commence with the first full month of the rental payments due and owing to fully recapture this Commission Credit" is hereby deleted and replaced with the following:

"The reduction in shell rent shall commence upon full occupancy of the Premises with the first full month of the rental payments due and owing to fully recapture this Commission Credit."

V. Except as expressly set forth in this Lease Amendment, the parties release each other from any and all costs, causes of action, or damages, whether known or unknown, direct or indirect, due to the timing of the acceptance of the 9,816.08 Rentable Square Feet (located at 633 17th Street, Denver, CO 80202 in Suite 350) of the Premises until November 1, 2015.

This Lease Amendment contains 3 pages.

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

INITIALS:

LESSOR

&

GOV'T

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

FOR THE



Signature

Name:

Title:

Entity Name:

Date:

631 17th St. Operations LLC
5-8-15

FOR THE



Signature

Name:

Title:

Date:

Lease Contracting Officer
GSA, Public Buildings Service
5/8/15

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

633 17th St
5-8-15

INITIALS:

LESSOR

&

GOVT