

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-08P-LCO14774
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 to amend the above Lease to (i) revise the lease term language that was modified pursuant to Lease Amendment No. 3 to acknowledge Partial Occupancy, (ii) establish the commencement date of the lease, (iii) establish the square footage of the leased space, (iv) establish the annual rental amounts revised to exclude TI and BSAC, (v) establish the Governments Percentage of Occupancy, (vi) establish the Real Estate Tax Base, (vii) establish the Base for the Operating Cost adjustment, (viii) establish the Common Area Factor, (ix) acknowledge the total number of parking spaces, (x) acknowledge the TI and BSAC is excluded from the rent table and paid lump-sum, (xi) to revise the Broker Commission and the Commission Credit, (xii) accept the Tenant Improvements as completed, and (xiii) confirm Lessor's waiver of Government restoration.

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 November 1, 2015 as follows:

A. In accordance with Lease Amendment No. 3, the section entitled "Lease Term" on page 1 of the GSA Form L201C (09/13) of the Lease shall be replaced with the following:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises and required by this Lease and continuing for a period of 10 Years 7 months, 5 Years 7 months Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

Continued on page 2

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 [Redacted] **Company, LLC**
621 17th Street
Signature: [Redacted] _____
Name: [Redacted] _____
Title: FOU
Entity Name: 621 17th ST OPERATING LLC
Date: 3-9-16

FOR THE GOVERNMENT: [Redacted]
Signature: [Redacted] _____
Name: KASTIN HOWES
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 3/10/16

WITNESSED FOR THE [Redacted] **Y:**
Signature: [Redacted] _____
Name: [Redacted]
Title: Gen Mgr 621 17th St
Date: 3-9-16

- B. The Lease commencement date shall be April 1, 2015 and shall expire on October 31, 2025 subject to the termination rights set forth in the lease in Section 1.05 TERMINATION RIGHTS (AUG 2011).
- C. Effective November 1, 2015, the Government accepts 23,691 ABOA / 27,482 RSF on the 3rd and 4th floors and known as Suites 300, 350 and 400 in accordance with Paragraph "Acceptance of Space (JAN 2011)" of the General Clauses 3517B (REV 03/13).
- D. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2013) shall be deleted and replaced with the following:
 - A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Shell*	Operating**
April 1, 2015- October 31, 2015	\$184,608.89	\$152,633.57
November 1, 2015- October 31, 2020	\$278,392.66	\$237,444.48
November 1, 2020- October 31, 2025	\$417,451.58	\$237,444.48

*Shell rent calculations April 1, 2015- October 31, 2015:

\$10.45 per rentable square foot multiplied by 17,665.92 RSF

*Shell Rent Calculations November 1, 2015- October 31, 2025:

Firm Term: \$10.13 per RSF multiplied by 27,482 RSF

Non Firm Term: \$15.19 per RSF multiplied by 27,482 RSF

**Operating rent: Subject to CPI increases

All Tenant Improvement Costs have been paid lump-sum.

All Building Specific Security Costs of have been paid lump-sum with the Tenant Improvement Costs.

Rates may be rounded.

- E. Effective November 1, 2015, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 8.417899 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 27,482 RSF by the total Building space of 326,471 RSF.
- F. Effective November 1, 2015, the Real Estate Tax Base shall be \$627,887.48. Tax adjustments shall not occur until the tax year following lease commencement has passed.
- G. Effective November 1, 2015, the Operating Cost base shall be \$237,444.48. Operating Costs shall be subject to annual CPI adjustments.
- H. Effective November 1, 2015, the Common Area Factor for the lease space shall be 16.00 percent.
- I. Effective November 1, 2015, the Government shall have 31 parking spaces as described in Lease Amendment No. 3.
- J. In accordance with Lease Amendment No. 1, the Lessor and Government acknowledge that the Government has elected to pay for the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) items in a lump-sum payment upon substantial completion of the improvements. The cost of the TI and BSAC has been identified in Lease Amendment No.1. The amortized TI and BSAC has been removed from the rent table.
- K. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) shall be deleted and replaced with the following:

A. SAVILLS STUDLEY, INC. (f/k/a Studley, Inc.) (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. The total Commission includes the Commission due for the Partial Occupancy space outlined in Lease Amendment No. 3. Only [REDACTED] of the Commission

INITIALS: MM LESSOR & KH GOVT

will be payable to SAVILLS STUDLEY, INC. with the remaining [REDACTED], 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$42,986.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$42,986.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$42,986.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

L. The space is determined to be substantially complete, and the Government accepts the improvements required in the Government's space located in Suites 300, 350 and 400.

M. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

End of Lease Amendment No. 4

INITIALS: M & K/H
LESSOR GOVT