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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 9 |
| LEASE AMENDMENT | TO LEASE NO. LCO14643 |
| ADDRESS OF PREMISES: Oakridge Building, 1201 Oak Ridge Dr, Fort Collins, CO 80525-5562 | PDN Number: |

THIS AMENDMENT is made and entered into between: **The Carrington Company**
whose address is:

**627 H Street
Eureka, CA 95501-1025**

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 expand by 6,332.00 usf / 7,661.69 rsf in Suite 320**, to accommodate a collocation of the [REDACTED] group; adjust the percentage of occupancy and rental payments as a result of this expansion. Oak Ridge will now be 100% occupied by Federal Tenants.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, October 21, 2015 as follows:

A. **Paragraph 1.01** is hereby deleted and replaced with the following:

"Office and Related Space: The Lessor hereby agrees an additional approximate 6,332 USF / 7,661.69 RSF or a new lease total of approximately **65,719.69 rentable square feet (RSF)**, yielding **54,314 ANSI/BOMA Office Area (ABOA)** square feet of office and related space (based upon a Common Area Factor of 1.209995415, located on floors 1, 2 & 3 of the Oakridge Building located at 1201 Oak Ridge Drive, Fort Collins, CO.

Floor 1 [REDACTED]: Suite 100 - 8,745 usf / Suite 150 - 10,027 usf = 18,772 total usf.
 Floor 2 [REDACTED]: Suite 200 - 11,453 usf / Suite 250 - 11,927 usf = 23,380 total usf.
 Floor 3 [REDACTED]: Suite 301 - 5,830 usf / Suite 320 - 6,332 usf = 12,162.00 total usf.

This Lease Amendment contains two (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 LESSOR: [REDACTED]
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: 10/23/15

FOR THE GOVERNMENT: [REDACTED]
 Signature: _____
 Name: MARIS PERAZA
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11/10/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 10.23.15

B. Paragraph 1.03 A. Rent and Other Consideration

The parties hereby agree, the rental structure for the [redacted] expansion area will mirror the current lease rates (shell rent, operating rent, taxes) and the [redacted] Suite 320 Tenant Improvements will be reconciled upon project completion to reflect the appropriate amount of Tenant Improvement Rent, in a subsequent Lease Amendment, with a revised rent schedule.

C. Paragraph 1.11 Percentage of Occupancy is hereby deleted and replaced with the following:

The Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **100.00%**. The percentage of occupancy is derived by dividing the total Government space of 65,719.69 RSF by the total building space of 65,719.69 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease (based on the Property Tax Statement for 2010).

NOTICE TO PROCEED FOR TENANT IMPROVEMENTS

- I. **Tenant Improvements:** The lessor submitted a cost proposal provided by Heath Construction dated August 3, 2015 in the total amount of \$197,191.00 for the construction build out of the [redacted] [redacted] space for Suite 320 of approximately 6,332.00 USF / 7,661.69 USF. The Government has reviewed this cost proposal for the Tenant Improvements for the [redacted] agency and as has deemed these costs as fair and Reasonable. This LA represents the Notice to Proceed (NTP) with construction of tenant improvements that exceed the tenant improvement allowance but not to exceed the amount of \$197,191.00 and this amount will be amortized, upon completion and Government acceptance. The parties will use a formula whereby the balance of the tenant improvement project costs will be amortized over the 84 month period at 4% and this value will be evenly amortized over the remaining firm term of the lease which expires 7/31/2024.
- II. **Exhibit – Heath Cost Proposal Dated 8.3.15:**
Exhibit Heath Cost Proposal Dated 8.3.15 dated is here by attached and made a part of the lease. This exhibit represents the Tenant Improvement scope of work provided to the Government for determination of fair and reasonable costs.
- III. The Lessor hereby waives restoration as a result of all improvements.

INITIALS:

LESSOR

&

GOVT