

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04P-LNC62440
ADDRESS OF PREMISES 2201 Coronation Blvd Charlotte, NC 28227-6741	PDN Number: N/A

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

whose address is: 3200 Carbon Place, Suite 211  
Boulder, CO 80301-6132

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to clarify the amounts owed under the Lease from the start of rent outlined in Lease Amendment 2 and account for the commission credit due the Government with the start of rent. Lease No. GS-04P-LNC62440 is hereby modified as follows:

1. The Lease Term is hereby restated as follows:

**"LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning on March 1, 2014 and continuing for a period of

**15 Years, 10 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government."

2. Paragraph 1.03 of the Lease is hereby restated as follows:


"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates from March 1, 2014 through February 28, 2029

This Lease Amendment contains 2 pages.

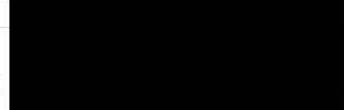
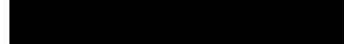

All other terms and conditions of the lease shall remain in force and effect.

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


**FOR THE LESSOR:**

Signature:   
 Name: MARSHALL LAWRENCE  
 Title: MANAGER  
 Entity Name: LG2 DEVELOPMENT LLC  
 Date: 2 June 14

**FOR THE GOVERNMENT:**

Signature:   
 Name:   
 Title:   
 GSA, Public Buildings Service  
 Date: 06/15/2014

**WITNESSED FOR THE LESSOR BY:**

Signature:  *Witness*  
 Name: Heather A. Lawrence  
 Title: Witness  
 Date: June 2, 2014

	BEGINNING MARCH 1, 2014 (NON-FIRM TERM)	(FIRM TERM) 10 YEARS	(NON-FIRM TERM) REMAINING TERM – 15 YEARS TOTAL
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$561,111.69	\$561,111.69	\$748,176.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$201,240.79	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>3</sup>	\$0.00	\$10,230.75	\$0.00
OPERATING COSTS <sup>4</sup>	\$66,795.00	\$221,338.05	\$221,338.05
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$627,906.69</b>	<b>\$993,921.28</b>	<b>\$969,515.03</b>

<sup>1</sup>Shell rent calculation:

(Non-firm Term Beginning on March 1, 2014) \$13.71 per RSF multiplied by 40,923 RSF  
 (Firm Term 10 Years) \$13.71 per RSF multiplied by 40,923 RSF  
 (Non-firm Term – Remaining Term – 15 Years Total) \$18.28 per RSF multiplied by 40,923 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,502,031.03 is amortized at a rate of 6.125% per annum over 10 Years.

<sup>3</sup>The Building Specific Amortized Capital amount of \$75,615.00 is amortized at 6.125% over 10 years.

<sup>4</sup>Operating Costs rent calculation:

(Non-firm Term Beginning on March 1, 2014) \$1.63 per RSF multiplied by 40,923 RSF  
 (Firm Term 10 Years) \$5.41 per RSF multiplied by 40,923 RSF  
 (Non-firm Term – Remaining Term – 15 Years Total) \$5.41 per RSF multiplied by 40,923 RSF

<sup>5</sup>Parking costs are for 77 parking spaces for [REDACTED], 93 parking spaces for [REDACTED], and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month."

3. Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.04 **BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

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. Only [REDACTED] of the Commission, will be payable to **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 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$52,325.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.


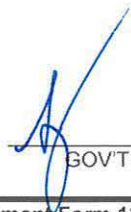
Month 2 Rental Payment \$52,325.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$52,325.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

Month 4 Rental Payment \$52,325.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.

Month 5 Rental Payment \$52,325.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent."

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INITIALS:  LESSOR &  GOV'T