

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1 <hr/> TO LEASE NO. <b>GS-08P-14690</b>
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ADDRESS OF PREMISES

Academy Park Plaza  
7110 W. Jefferson Avenue  
Lakewood, CO 80235-2326

THIS AGREEMENT, made and entered into this date by and between Terrace Point Partnership  
whose address is

12600 W. Colfax Ave B-130  
Lakewood, CO 80215-3733

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 reconcile Tenant Improvements and set the Lease Commencement Date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 22, 2013, as follows:

**LEASE TERM** is hereby deleted in its entirety and replaced with the following:

"LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning **January 22, 2013** and continuing through **January 21, 2023** (15)

Subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor."

**Section 1.03 Part A Only of the Lease is hereby deleted in its entirety and replaced with the following:**

"1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	01/22/2013 - 01/21/2018		01/22/2018 - 01/21/2023	
	Annual Rent	Annual Rate/ RSF***	Annual Rent	Annual Rate/ RSF***
Shell Rent	\$ 231,848.72	\$ 11.14	\$ 231,848.72	\$ 11.14
Tenant Improvements Balance*	\$ 13,560.23	\$ 0.65	\$ -	\$ -
Tenant Improvements**	\$ 39,022.02	\$ 1.87	\$ -	\$ -
Operating Costs	\$ 83,993.09	\$ 4.03	\$ 83,993.09	\$ 4.03
Real Estate Taxes	\$ 33,151.28	\$ 1.59	\$ 33,151.28	\$ 1.59
<b>Total Annual Rent</b>	<b>\$ 401,575.34</b>	<b>\$ 19.29</b>	<b>\$ 348,993.09</b>	<b>\$ 16.76</b>

\* Tenant Improvement Balance remaining from old lease LCO14300  
\*\*Tenant Improvements Associated with new build-out  
\*\*\* Rates may be rounded

Section 1.05 shall be deleted in its entirety and replaced with the following:

"1.05 TERMINATION RIGHTS (SUCCEEDING) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after January 21, 2018 by providing not less than 120 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

Section 1.08 is hereby deleted in its entirety and replaced with the following:

"1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

- A. The balance remaining on the Tenant Improvements for the Call Center space on the First Floor in the amount of \$58,450.88 shall be amortized through the rent for 5 years at the rate of 6.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$13,560.23, as reflected in Section 1.03.
- B. Tenant Improvements for build-out for the AQD space on the Third Floor in the amount of \$168,203.00 shall be amortized through the rent for 5 years at the rate of 6.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$39,022.02 as reflected in Section 1.03.
- C. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease."

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: [Signature]  
Name: Darryl Brown  
Title: Mng - Owner  
Entity Name: Tennco Joint Partnership  
Date: 2/6/13

FOR THE GOVERNMENT:

Signature: [Signature]  
Name: Jessie Ballard-Coff  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 2/6/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]  
Name: Martha Brown  
Title: Leasing Agent / Office Mgr.  
Date: 2/6/13