

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p align="center">LEASE AMENDMENT No. 6 REVISED [REDACTED] Reconciliation & other Lease adjustments)</p>
<p>ADDRESS OF PREMISES: OAKRIDGE OFFICE BUILDING 1201 OAKRIDGE DRIVE FORT COLLINS, CO 80525-5562</p>	<p>TO LEASE NO. LCO14643</p> <p>PDN Number: PS0028762</p>

THIS AGREEMENT, made and entered into this date by and 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 by reconciling [REDACTED] tenant improvements, provide Lump Sum Payment for [REDACTED] tenant improvements, correct the Tenant Improvement allowance for [REDACTED], Reconcile costs associated with the LEED payment, and move costs, substitute the Building Summary Requirements, and waive Energy star and LEED requirements per the lease, and confirm the remaining A&E fee schedule.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, August 1, 2014, as follows:

The purpose of this Lease Agreement (LA) Six (6) is to reconcile [REDACTED] tenant improvements, correct the tenant improvement allowance for [REDACTED], provide Lump Sum Payment for [REDACTED] tenant improvements, Reconcile costs associated with the LEED payment and move costs, substitute the Building Summary Requirements, delete both LEED and Energy star requirements per the lease, and confirm the remaining A&E fee schedule.

This Lease Amendment contains 5 pages, including exhibits

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 [REDACTED]

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Entity: [REDACTED]
Date: [REDACTED]

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: MICHAEL A. GAWELL
Title: Lease Contracting Officer
GSA, Public Buildings Service, SPSM
Date: October 29, 2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: D. Sanders-Gritsch
Title: Office Manager
Date: 10-29-14

1) Section 1.03, RENT AND OTHER CONSIDERATIONS, of the Lease is hereby deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION

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

	Years 1-10 (Firm Term)		Years 11-12 (Non Firm Term)	
	Annual Rent	Monthly Rent	Annual Rent	Monthly Rent
Shell Rent	\$920,799.88	\$76,733.32	\$920,799.88	\$76,733.32
█ Tenant Improvement Rental Rate ¹	\$31,120.07	\$2,593.34	\$0.00	\$0.00
Operating Costs ²	\$276,356.08	\$23,029.67	\$276,356.08	\$23,029.67
Building Specific Security Costs ³	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$1,228,276.03	\$102,356.33	\$1,197,155.96	\$102,165.06

¹The Tenant Improvements Allowance for FWS only is amortized at a rate of 4.00% percent per annum for 10 years. This amount is for █ ONLY and does not include █ TIA. The █ TIA amount will be captured in a subsequent lease amendment. Note that the TIA for █ and █ are Different and are noted in paragraph 1.08 below.

²Operating costs are to be annually adjusted per Paragraph 2.08 of this lease.

³Building Specific Security Costs of are amortized at a rate of 4% percent per annum over 10 years for █ Only.

*█ Tenant Improvements and BSAC Improvements will be paid once they are fully completed, approved and accepted by the Government. Broker Commissions and commission credit will be adjusted upon completion of the tenant improvements and the Commission credit will be applied to the months subsequent to acceptance. A subsequent Lease amendment will be issued to reconcile the project and adjust the full service rent accordingly.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 47,982 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses.

Rent shall be payable to the Payee, The Carrington Company (DUNS 034205153; Tax ID █), designated in the Lessor's SAM.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

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- 3. Performance or satisfaction of all other obligations set forth in this Lease; and
- 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

2) Section 1.05, TERMINATION RIGHT, of the lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after **August 1, 2024** by providing not less than one hundred eighty (180) 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 rent shall accrue after the effective date of termination.

3) Section 1.08, TENANT IMPROVEMENT ALLOWANCE, of the lease is hereby deleted and replaced with the following:

1.08 TENANT IMPROVEMENT ALLOWANCE

The [redacted] Tenant Improvement Allowance for purposes of this Lease is \$39.558960 per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount will be amortized (in a forthcoming Lease Amendment) in the rent over the firm term of this Lease at an interest rate of 4% percent per year.

The [redacted] Tenant Improvement Allowance for purposes of this Lease is \$43.935600 per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount has been amortized in the rent over the firm term of this Lease at an interest rate of 4% percent per year.

4) Section 3.16 Energy Independence and Security Act (SEPT 2011) and Section 3.55/3.57 Leadership In Energy and Environmental Design (LEED) of the lease are hereby deleted in their entirety

5) AMENDMENT No. 2 TO RLP No. 0002060 / Lease No. LC014643, and Lease Amendment #2 are hereby deleted in their entirety

6) Section 1.16 (E) , Additional Building Improvements is hereby amended as follows:

E. The Lessor and GSA mutually agree that the scope of work identified in Lessor's Building Improvement Summary dated 9/7/2011 (attached at Exhibit A) has been replaced by the work detailed in the attached Exhibit B (specifically excluding any work pertaining to the building's boiler systems, which Lessor acknowledges it shall continue to maintain, repair and replace as necessary to comply with the requirements of the Lease).

7) The Following Paragraph 1.17 is hereby added to the lease:

1.17 Lump Sum payment procedures for Tenant Improvements that exceeded the Tenant Improvement Allowance for [redacted] only, [redacted] for A&E Fees, LEED Costs negotiated by GSA, Reconciliation of Costs not used for the project, and Lump Sum Payment Procedures:

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A) Lump Sum Payment over the TIA:

Per previous Lease Amendments, Tenant improvements over the tenant improvement allowance and change orders were approved for lump sum payment. Per lease amendment 4, a total lump sum payment of \$181,938.98 was approved by the Government. Upon final space measurement, the ABOA increased to 5,830 USF therefore, resulting in an increase in the Tenant Improvement Allowance to \$256,144.55 from the original amount noted in Lease Amendment 3 of \$237,252.24. Therefore the lump sum payment is now \$163,046.67.

B) Notice to proceed for lump sum payment of Architectural and Engineering fees:

Per section 1.10, **Tenant Improvement Fee Schedule**, of the Lease, Architecture/Engineering Fees (Flat Fee) were agreed to NTE \$220,000.00. Of this amount, \$25,000.00 was agreed to be the fees associated with the document drawings required to complete the build out for the [redacted] Agency. Therefore, the Government hereby provides Notice to Proceed in the amount of NTE \$25,000.00 to be included in the Lump Sum Payment for this project. The remaining \$195,000.00 will be paid by [redacted] as lump sum basis upon the completion, review, and acceptance of the space for [redacted].

C) Reconciliation of LEED Costs:

During the course of design of the project for both [redacted] and [redacted], expenditures for LEED consultation resulted in the expense of \$55,600 was spent up to the date of the "stop work" notice issued via email on June 6, 2013. Due to the re-design requirements, LEED was omitted from the requirements of the lease and the Government agreed to pay for the costs already spent to date for LEED consultation in the Not to Exceed amount of \$55,600. Based on the allocations between [redacted] and [redacted], [redacted] will be responsible for 12.15% of those costs, in a Not to Exceed amount of \$6,775.40. This amount will be paid for as a lump sum basis for the [redacted] portion of the project and the balance of the costs \$48,824.60 will be paid by [redacted] and the completion, review, and acceptance of the balance of the space for [redacted].

D) BSAC and Relocation Cost Allowance reconciliation:

- 1) BSAC: The Lessor and GSA have agreed that this project will not include any Building Specific Security Costs, therefore the Government shall not have any reimbursement responsibility.
- 2) Per Section 1.16 B, Lessor shall pay up to \$36,000.00 toward temporary relocation costs incurred by the Government. The allocation of this allowance to [redacted] is \$4,374.00 which shall be offset against the Lump Sum per the schedule below. The remaining \$31,626.00 will be credited to [redacted] upon the completion, review, and acceptance of the space for [redacted].

E) Lump Sum Payment

Lump Sum Summary Table:

Tenant Improvement Overage and Change Orders with revised ABOA and RSF and TIA	\$163,046.67
A&E fees (\$25,000 captured in base bid)	\$0
LEED fees	\$6,775.40
Relocation Allowance not utilized	(4,374.00)
Total Lump Sum Payment:	\$165,448.07

Upon completion, inspection, and acceptance of the construction, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$165,448.07 which consists of tenant improvement overages and change orders to date. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The Vendor receiving payment shall issue an invoice. The invoice shall include a unique invoice number and cite the following **PDN Number # PS0028762, RWA # N0982995**. Invoice(s) submitted without the PDN number are immediately returned to

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the Vendor. Invoice shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance website at www.finance.gsa.gov OR the original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Colorado Service Center
Attn: Marc Pearce
GSA, Rocky Mountain Region (R8)
1 Denver Federal Center
Building 41
Denver, CO 80225-0546

Instructions - A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the Lease contract is made.

All other terms and conditions remain in full force and effect.

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