

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-08P-LCO15003
ADDRESS OF PREMISES 3151 South Vaughn Way Aurora, CO 80014	

**THIS AGREEMENT**, made and entered into this date by and between **AHC Metro Cherry Creek III, LLC**

whose address is:

1603 Orrington Avenue STE: 990  
Evanston, IL 60201-3883

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 the square footage, modify the firm term and to update rent accordingly.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows: Page 1 of Lease (LEASE TERM), Paragraphs 1.01 Part A, 1.03 Part A & B, 1.08, 1.10, 1.11, 1.13, 1.14, and 1.15 are hereby deleted in their entirety and replaced below. Paragraphs 7.02 (a) are hereby amended below.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of


**10 Years, 10 Years Firm**

The Lease end date and end of the Firm Term shall be September 20, 2025. The Tenant may take possession of the expansion space upon completion of the expansion space. Provided there have been no Landlord caused delays then the rent schedule shall be in accordance with the rent table below in Section 1.03.A.


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.

All other terms and conditions of the lease shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
 Name: \_\_\_\_\_  
 Title: VP Finance  
 Entity Name: AHC METRO CHERRY CREEK III, LLC  
 Date: 5/24/16

**FOR THE GOVERNMENT:**

Signature:   
 Name: Deanna Berman  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, \_\_\_\_\_  
 Date: 5/26/16

**WITNESS:**

Signature:   
 Name: \_\_\_\_\_  
 Title: VP, Director Assistant  
 Date: 5-24-16

**1.01. THE PREMISES (SUCCEEDING) (SEP 2013)**

A. **Office and Related Space:** 18,313 rentable square feet (RSF), yielding 15,925 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 6<sup>th</sup> floor(s) and known as Suite(s) 600, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

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

	RSF	SHELL RENT	OPERATING COSTS	TI RENT <sup>1</sup>	BSAC <sup>2</sup>	TOTAL ANNUAL RENT
9/21/15 - 3/20/16 <sup>3</sup>	13,641	\$115,773.12	\$80,780.22	\$57,045.64	\$14,234.40	\$267,833.38
03/21/16 - 12/20/16	18,313	\$115,773.12	\$80,780.22	\$37,950.90	\$6,742.61	\$241,246.85
12/21/16 - 9/20/20	18,313	\$169,864.09	\$108,449.25	\$37,950.90	\$6,742.61	\$323,006.85
9/21/20 – 9/20/25	18,313	\$280,724.67	\$108,449.25	\$37,950.90	\$6,742.61	\$433,867.43

<sup>1</sup> TI costs in the total amount of \$277,240.00

First 6 months (9/21/2015 – 3/20/2016) reflect \$237,240.00 at 7.5% over 60 months.

Remaining 114 months (03/21/2016 – 09/20/2025) reflect \$257,304.45 (\$217,304.45 + \$40,000) at 7.5% over 114 months.

<sup>2</sup> BSAC costs in the total amount of \$71,172.00

First 6 months (9/21/2015 – 3/20/2016) reflect \$71,172.00 at 0.0% over 60 months.

Remaining 114 months (03/21/2016 – 09/20/2025) reflect \$64,054.80 amortized at 0.0% over 114 months.

<sup>3</sup> Six (6) months free rent per paragraph 1.04 still in effect (09/21/2015 – 03/20/2016)

**1.03**

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,925 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

**1.08 TENANT IMPROVEMENT ALLOWANCE**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$237,240.00**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The first 6 months of the lease (9/21/2015 – 3/21/2016) these costs will be amortized over a period 60 months at 7.5%. The remaining principal balance of **\$217,304.45** will be amortized over the remaining 114 months (3/21/2016 – 9/20/2025) at an annual interest rate of 7.5% and reconciled accordingly at project completion and acceptance of space.

An additional TIA of **\$40,000** will be made available to Government if needed. This amount will be amortized in the rent at an annual interest rate of 7.5% over 114 months (3/21/2016-9/20/2025) of the Lease and will be reconciled accordingly at project completion and acceptance of space.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space and are included in the Tenant Improvement Allowance.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES	\$35,586
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6.00%

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$71,172.00**. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. The first 6 months of the lease (9/21/2015 – 3/21/2016) these costs will be amortized over a period of 60 months at 0.0%. The remaining principal balance of **\$64,054.80** will be amortized over the remaining 114 months (3/21/2016 – 9/20/2025) at an annual interest rate of 0.0%.

INITIALS: J. LESSOR & DH GOVT

