

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 3 TO LEASE NO. GS-08P-14686
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ADDRESS OF PREMISES **12345 W. Alameda Parkway**
 Lakewood, CO 80228-2842

THIS AGREEMENT, made and entered into this date by and between **12345 W. Alameda, LLC**
 whose address is **12345 W. Alameda Parkway, Suite 212**
 Lakewood, Colorado 80228-2842

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 establish Lease Commencement Date and to reconcile Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 1, 2013, as follows:

Paragraph 2 is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **February 1, 2013** and continuing through **January 31, 2023**, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:

Years	Annual Shell Rent	Annual Operating Rent *	Annual Real Estate Taxes Rent**	Annual Tenant Improvement Rent	Total Annual Rent
1-5	\$ 229,980.67	\$ 65,421.52	\$ 21,582.33	\$ 149,137.96	\$ 466,122.48
6-10	\$ 229,980.67	\$ 65,421.52	\$ 21,582.33	\$ -	\$ 316,984.52

*Subject to annual CPI Adjustments per Section 4.3 of SFO OCO2296
 **Subject to annual adjustments per Section 4.2 of SFO OCO2296

Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

**12345 W. ALAMEDA, LLC
 12345 W ALAMEDA PARKWAY, SUITE 212
 LAKEWOOD, CO 80228-2842"**

Paragraph 4 is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time on or after **February 1, 2018** by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 9 shall be deleted in its entirety.

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: DANIEL A. NYE
Title: MANAGER
Entity Name: 12345 W. ALAMEDA, LLC.
Date: 2/5/13

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Michele D. Walcott
Title: Assistant
Date: 2/5/13