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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT NO. 4 TO LEASE NO. GS-08P-14686 |
| <p>ADDRESS OF PREMISES</p> <p>12345 W. Alameda Parkway Lakewood, CO 80228-2842</p> <p>THIS AGREEMENT, made and entered into this date by and between 12345 W. Alameda, LLC whose address is</p> <p>12345 W. Alameda Parkway, Suite 212 Lakewood, Colorado 80228-2842</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to revise construction costs.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>February 27, 2013</u>, as follows:</p> <p>Paragraph 16 is hereby deleted in its entirety and replaced with the following:</p> <p>"16. REIMBURSABLE ITEMS: The Lessor hereby agrees to provide, install and maintain the Items described in SFO No. 0CO2296, Special Requirements to SFO 0CO2296 Attachment 1, Special Requirements to SFO 0CO2296 Attachment - #2 <i>CCU Electrical Power and AC Requirements</i>, Special Requirements to SFO 0CO2296 Attachment - #3 <i>Adjacency Diagram</i>, and Special Requirements to SFO 0CO2296 Attachment 4 <i>OIG Lakewood Relocation Consolidated Requirements</i> and on the attached spreadsheet referring to "Tenant: [REDACTED]" and "Building: 12345 W. Alameda Parkway" which shows Style Construction's "Base Construction Total Amount" totaling \$744,827.00 (with "Design and Management Costs", the "Total Project Budget" totals \$770,030.00) and signed as fair and reasonable on 9/12/12 for initial space Tenant Improvements. In addition, the Lessor hereby agrees to provide, install, and maintain all Items contained in Change Orders #1-3, Change Orders #5-35, and Change Orders #37-41 (Maintenance for Change Order #41 for security will be handled via Lease Amendment at a later date to adjust the Operating Rent to accommodate its cost to be agreed upon). The Government agrees to reimburse the Lessor in the amount of \$296,307.33 to be paid on a lump sum basis and \$658,577.15 of which is to be amortized into the rent per Paragraph 7 of this Lease upon completion of said work and reasonable satisfaction of the Government. Changes to the scope of work must be approved by the Contracting Officer. Reimbursement to the Lessor will be made upon inspection and acceptance of the work by the GSA Contracting Officer and upon receipt of an itemized invoice from the Lessor.</p> <p>The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite PD Number PS0023131. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102. "</p> <p>(CONTINUED ON NEXT PAGE)</p> | |

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: DANIEL A. NYE

Title: MANAGER

Entity Name: 18345 W. ALAMEDA, LLC.

Date: 2/27/13

FOR THE GOVERNMENT:

Signature: 


Name: Jessica Ballard-Cull

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 2/27/13

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: JASON D. NYE

Title: Manager

Date: 2/27/13