

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-08P-LCO14753
ADDRESS OF PREMISES 2306 PIKES PEAK AVENUE COLORADO SPRINGS, CO	PDN Number – PS0036617

THIS AMENDMENT is made and entered into between Pikes Plaza, LLC

whose address is: Box 2682
Colorado Springs, CO 80901

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

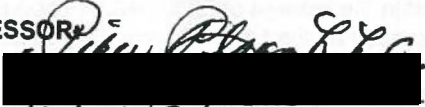
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) To incorporate Change Orders 32 & 33 into the Lease; and
- 2) To replace the LEASE TERM; and
- 3) To establish the termination date of the lease; and
- 4) To establish the total cost of the TIs and BSAC and provide the method of payment

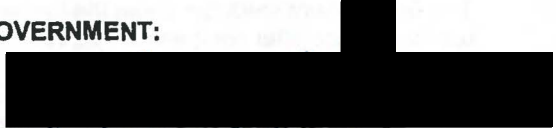
This Lease Amendment contains 7 pages including Exhibit 'A'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

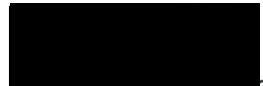
FOR THE LESSOR:

Signature: 
 Name: Melanie Pedrick
 Title: Member
 Entity Name: Pikes Plaza LLC
 Date: 5/24/17

FOR THE GOVERNMENT:

Signature: 
 Name: MARK R PEARCE
 Title: Lease Contracting Officer
General Services Administration
 Date: 6/2/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: W. Roberts Pedrick
 Title: Member
 Date: 5/24/17

- 1.) The following change orders are now incorporated into the Lease in the total amount of \$8,810.32 which can be found in Exhibit 'A'. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

You are hereby authorized to proceed with construction of tenant improvement for the following changes:

C/O #	Date	Description	Amount
32	12/9/2016	Signage	
33	12/29/2016	Additional Costs for Move	
TOTAL			\$8,810.32

The total amount (lump sum payment) of \$8,810.32 will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

- 2.) LEASE TERM is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on February 1, 2017 and continuing for a period of 15 years, expiring on January 31st, 2032, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

- 3.) Section 1.05 TERMINATION RIGHTS is deleted in its entirety and replaced with the following:

1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part at any time effective after January 31st, 2024, by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

- 4.) The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$1,046,400.94.

Of the \$1,046,400.94 Tenant improvement costs, the Tenant Improvement Allowance (TIA) of \$631,557.85 and the Building Specific Amortized Capital (BSAC) of \$155,500.00 are amortized into the rent over 15 years at the rate of 7.0% as described in the Lease. The remaining balance of \$259,343.09 (\$1,046,400.94 - \$631,557.85 - \$155,500.00) shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$259,343.09 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

A Copy of the invoice must be provided to the Realty Specialist at the following address:

General Services Administration
ATTN: Tiffany Werkowitz
1 Denver Federal Center, Building 41
Denver, CO 80225-0001

INITIALS:

EMP
LESSOR

&

GOVT
GOVT

A proper invoice must include the following:

- Invoice Date
- Unique invoice #
- 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 #0036617

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

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

INITIALS:

rmp
LESSOR

&

[Signature]
GOVT