GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1		
	TO LEASE NO. GS-04B-62440		
LEASE AMENDMENT			
ADDRESS OF PREMISES	PDN Number: N/A		
2201 CORONATION BLVD			
CHARLOTTE, NC 28227-6741			
The state of the second control of the control of t			

THIS AMENDMENT is made and entered into between LG2 Development, LLC

whose address is: 3200 Carbon Place, Suite 211

Boulder, CO 80301-6132

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 increase the amortized tenant improvement allowance.

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 06/19/2013 as follows:

Paragraph 1.03.A. is hereby deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates from July 1, 2013 through June 30, 2028:

	FIRM TERM (YEARS 1-10)		NON FIRM TERM (YEARS 11-15)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$561,111.69	\$13.71 <sup>3</sup>	\$748,176.98	\$18.28 <sup>3</sup>
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$201,240.79	\$4.91 <sup>3</sup>	\$0.00	\$0.00 <sup>3</sup>
OPERATING COSTS	\$221,338.05	\$5.41 <sup>3</sup>	\$221,338.05	\$5.41 <sup>3</sup>
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$10,230.75	\$0.25 <sup>3</sup>	\$0.00	\$0.00 <sup>3</sup>
TOTAL ANNUAL RENT	\$993,921.28	\$24.29 <sup>3</sup>	\$969,515.03	\$23.69 <sup>3</sup>

<sup>&</sup>lt;sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 6.125 percent per annum over 10 years.

3Rates may be rounded.

This Lease Amendment contains 2 page.

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:

FOR THE GOVERNMENT:

Signature: Name:

Title:

**Entity Name:** Date:

Signature:

Name:

Title:

Hather Driskell Lease Contracting Officer

GSA, Public Buildings Service,

Date:

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Title:

Kenee Golopic Withess

Date:

3 JULY 13

<sup>&</sup>lt;sup>2</sup>Building Specific Security Costs are amortized at a rate of 6.125 percent per annum over 10 years.

Paragraph 1.04 is hereby deleted in its entirety and replace with the following:

## "1.01 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

- A. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to Studley, Inc. with the remaining which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$82,826.77 minus prorated commission credit of equals adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$82,826.77 minus prorated commission credit of equals adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$82,826.77 minus prorated commission credit of equals adjusted 3<sup>nd</sup> Month's Rent.

Month 4 Rental Payment \$82,826.77 minus prorated commission credit of equals adjusted 4<sup>th</sup> Month's Rent.

Month 5 Rental Payment \$82,826.77 minus prorated commission credit of equals adjusted 5<sup>th</sup> Month's Rent.

Paragraph 1.08 is hereby deleted in its entirety and replaced with the following:

## "1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,502,031.03 (\$39.26 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6.125 percent."

INITIALS:

W.

.

GOV'