

AMENDMENT I

September 7, 2017

To that certain Office Space Lease (Lease) dated April 11, 2014, by and between METRO NORTH, LTD., a California Limited Partnership ("Landlord"), ADAMS COUNTY, COLORADO, ("Tenant"), to that certain Lease at 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

WHEREAS, the parties have agreed to amend the Lease to substitute occupant, delete Article 15.3 and change other terms as stated in this Amendment.

The Lease is hereby amended as follows:

1. **ARTICLE 1.1C: Landlord's Address for Notices:**

Delete: 3234-A South Wadsworth Blvd.
Lakewood, CO 80227

Insert: 574 Santa Fe Drive
Suite 300
Denver, CO 80204

2. **ARTICLE 1.1D: Landlord's Representative:**

Delete: Phil Hiemer, Property Manager
Phone No.: 303.985.8701, ext. 102
E-Mail address: phiemer@summitgroupdenver.com

Insert: John Hiemer, Property Manager
Phone No.: 303.991.6499
E-Mail address: jhiemer@wheelhousecommercial.com

3. **ARTICLE 1.1E: Commencement Date:** The actual commencement date of the Lease is September 1, 2014.

4. **ARTICLE 1.1G: Lease Expiration Date:** The actual Lease Expiration Date of the Lease is September 30, 2019.

5. **ARTICLE 1.1Q: Brokers:**

Delete: Landlord: Emeric R. Holderith, The Summit Group, Inc.

Insert: Landlord: John W. Hiemer, The Summit Group, Inc.
Tenant: Wendy Weiss, Guidance Corporate Realty Advisors

6. **EXTENSION TERM:** The term of the Lease is extended for an additional thirty-six (36) months, commencing on October 1, 2019 and terminating on September 30, 2022.

7. **ARTICLE 1.1M: BUILDING EXPENSE BASE YEAR:** Commencing October 1, 2019, the Building Expense Base Year shall be 2020.

8. **ARTICLE 1.1V: BASE MONTHLY RENT:**

Current Lease Term:

Months 35 (August 2017) – 36 $\$22.50/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} =$
\$9,360.00/Monthly
Months 37 – 48 $\$23.00/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} = \$9,568.00/\text{Monthly}$
Months 49 – 60 $\$23.50/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} = \$9,776.00/\text{Monthly}$

Extension Term:

Months 1 – 3 Free Base Monthly Rent
Months 4 – 12 $\$23.50/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} = \$9,776.00/\text{Monthly}$
Months 13 – 24 $\$23.50/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} = \$9,776.00/\text{Monthly}$
Months 25 – 36 $\$23.50/\text{RSF}/\text{YR} \times 4992 \text{ RSF} \div 12 \text{ mo.} = \$9,776.00/\text{Monthly}$

As long as Landlord is given access to commence the Tenant Improvements by no later than September 18, 2017, and Tenant pays the Base Monthly Rent due for September, 2017, Landlord agrees to abate the Base Monthly Rent during the period of time that the Tenant does not have access to the Premises while the Tenant Improvements, referenced in Work Letter (Exhibit "A"), are being constructed. Once substantial completion of the improvements are completed and the Tenant is able to occupy the Premises, Base Monthly Rent shall commence on such date. If the date of substantial completion falls on a day other than the first day of the month, Base Monthly Rent shall be prorated based upon actual days the tenant was able to occupy the Premises.

9. **ARTICLE 1.1W: PERMITTED USE:** Landlord consents to the substitution of the Internal Treatment Team in lieu of Children and Family Services. The Internal Treatment Team shall move in within fourteen (14) business days of substantial completion of construction.

10. **TENANT IMPROVEMENTS:** Landlord shall provide turnkey tenant improvement build-out to remodel two (2) existing conference rooms into four (4) private offices per the attached Work Letter (Exhibit "A").

Upon (i) completion of the Tenant Improvements, (ii) occupancy by the substitute occupant and (iii) payment in full of the amount for tenant improvements as stated in the Work Letter, Article 15.9 RESTORATION OF PREMISES shall become null and void, except as provided for in Paragraph 11.

11. **ARTICLE 15.2 AVAILABILITY OF FUNDS:** shall be deleted and replaced with the following 15.2: This Lease shall not constitute a multi-year fiscal obligation. Payments made pursuant to this Lease, whether in whole or in part, are subject to and contingent upon the continuing availability of County Funds ("County Funds") for the purposes hereof. In the event that said County Funds, or any part thereof, become unavailable, then Tenant may terminate this Lease with ninety (90) days' written notice to Landlord. If the Tenant cancels the Lease due to loss of funding, then Tenant shall pay to Landlord a Cancellation Fee within 60 days of the 90 day notice. The Cancellation Fee shall equal the then (i) unamortized leasing commissions amortized at six percent (6%) annual interest, plus (ii) the then unamortized Landlord's documented construction costs, as required to construct the Premises, amortized



at six percent (6%) annual interest, plus (iii) the remaining amount due for tenant improvement pursuant to the Work Letter (Exhibit "A"), plus (iv) unamortized leasing commissions on the extension term, plus (v) two (2) month's gross rent. Commencing October 1, 2017 items (i) and (ii) of the Cancellation Fee shall be zero. Tenant will still be liable for items (iii), (iv) and (v). In addition Tenant shall pay all amounts due under the Lease, including all Rents due after the 90 day notice is given until the Cancellation Date. If Tenant does not timely pay the Cancellation Fee or all amounts due under the Lease until the Cancellation Date, then Tenant's right to terminate pursuant to the 90 day notice shall be null and void; however Tenant may provide an additional 90 day notice to cancel at a later date.

12. **ARTICLE 15.3 TENANT TERMINATION:** Article 15.2 TENANT TERMINATION is hereby deleted and made null and void.

13. **Exhibit "E"** – Option to Renew is deleted and replaced by Option to Renew (Exhibit "B").

14. **ANTENNA:** Adams County currently has two (2) microwave dishes on the roof of Metro North, pursuant to a Rooftop License Agreement, dated December 17, 2003, and further amended by Addendum One dated December 17, 2004, Addendum Two dated January 1, 2008, Addendum Three dated February 1, 2009, and Addendum Four dated January 17, 2012. The parties execute Addendum Five to the Rooftop License Agreement attached as Exhibit "D".

15. **CONFERENCE ROOM.** Tenant shall have use of the common conference room at no charge, subject to the same rules and regulations as all other tenants.

To the extent that any provisions of said Lease are inconsistent with the terms of this Amendment I, this Amendment I shall control. All other terms and conditions of the Lease not affected by this Amendment I shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment I with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Amendment I.

DATED: 9/8/17
AS LANDLORD:

DATED: _____
AS TENANT

METRO NORTH, LTD.,
a California Limited Partnership

ADAMS COUNTY, COLORADO

CC&B INVESTMENT GROUP, INC.
A California Corporation
GENERAL PARTNER

By: _____


By: 
Glenn Carpenter, Co-President

EXHIBIT "A"
WORK LETTER

This Work Letter is dated September 7, 2017, between Metro North LTD. ("Landlord"), and Adams County Colorado ("Tenant").

RECITALS:

A. This Work Letter is part of the Office Space Lease Amendment I dated September 7, 2017 (the "Lease"), pursuant to which Landlord continues to lease to Tenant space in the Project known as Metro North, located at 11990 Grant St Suite 216, Northglenn, Colorado 80233. Any capitalized term not defined herein shall have the meaning set forth in the Lease.

B. Tenant desires to have certain improvements made to the Premises, and Landlord agrees make them according to this Work Letter. Tenant shall pay for the improvements as stated herein.

1. DEFINITIONS.

In this Work Letter, these defined terms are:

- (a) Tenant Improvements: The Tenant Improvements shall include:
 - i. The development of plans and documents, as determined by Landlord's architect or consultants.
 - ii. The plans shall be in material accordance with the Space Plan attached as Exhibit "A-1"
- (b) Landlord's Representative: John Hiemer
- (c) Tenant's Representative: Jeff Bowman, Facilities and Fleet Management Director

2. REPRESENTATIVES.

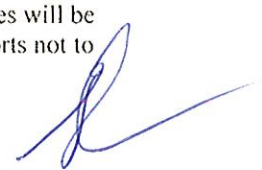
Landlord appoints Landlord's Representative to act for Landlord in all matters associated with this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters associated with this Work Letter. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any employee or agent of Landlord, including, without limitation, Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Work Letter. Either party may change its Representative at any time by three (3) days' prior written notice to the other party.

3. DESCRIPTION OF "LANDLORD'S WORK"

See Exhibit "A-1". Landlord shall contract for and manage all aspects of the design and construction, including but not limited to all stamped drawings, permitting and construction.

4. DESIGN AND CONSTRUCTION TIMETABLE

Landlord shall perform the work, subject to force majeure and subject to no interference from Tenant, by the later of December 1, 2017, or substantial completion of the tenant improvements. The Premises will be vacant for the Landlord to perform the work, and Tenant shall make commercially reasonable efforts not to interfere with Landlord's contractors.



5. **TENANT PAYMENT FOR TENANT IMPROVEMENT.** The cost of the tenant improvements is \$28,037.00 Said amount shall be amortized at 8% interest in sixty (60) equal monthly payments of \$568.49 to be paid commencing on October 1, 2017, and each successive month until paid in full. The payments shall be considered additional monthly rent.

Landlord and Tenant have executed this Work Letter as of the day and year first above written.

LANDLORD:

METRO NORTH, LTD, a California LP

CC&B INVESTMENT GROUP, INC.
a California Corporation
GENERAL PARTNER

By: 

Its: Co-President

Date: 9/8/17

TENANT:

ADAMS COUNTY, COLORADO

By: _____

Its: _____

Date: _____

EXHIBIT A-1
TENANT'S DRAFT PLAN SUBMITTED TO LANDLORD

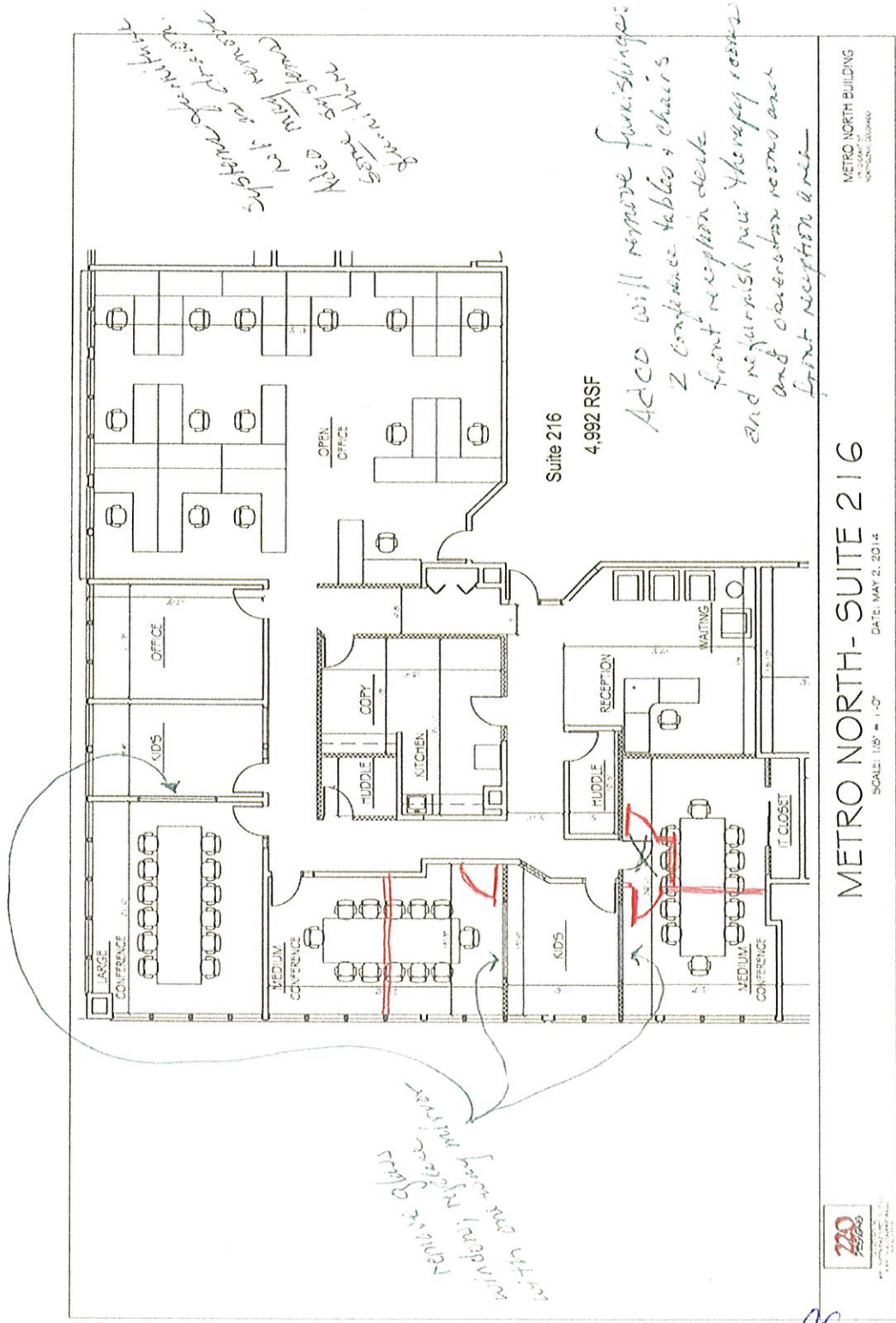


EXHIBIT "B"

OPTION TO RENEW LEASE

This Option to Renew Lease is entered into by and between METRO NORTH, LTD., a California Limited Partnership (Landlord") and ADAMS COUNTY, COLORADO ("Tenant") to be effective as of the same date as that certain Amendment I dated September 7, 2017 entered into by and between Landlord and Tenant for the Lease of those Certain Premises described as 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

1. For and in consideration of Tenant having paid each and every installment of rent during the entire Lease Term (time being made expressly of the essence), Landlord hereby grants to Tenant an option to renew the Lease for an additional term of thirty-six (36) months (the "Renewal Term") commencing on October 1, 2022, (the "Renewal Commencement Date") and ending on September 30, 2025, (the "Renewal Expiration Date").
2. The Lease of the Premises for the Renewal Term shall be on the same terms and conditions as set forth in the Lease except that the Base Monthly Rent for the Premises during the Renewal Term shall be as set forth in Paragraph 4 below. The Premises for the Renewal Term shall be in an "as is" condition with no tenant improvements.
3. Provided Tenant is not then, and has not been at any time during the Lease Term, in default under the Lease, Tenant may exercise its right to renew the Lease for the Renewal Term only by giving to Landlord written notice of its election to renew the Lease for the Renewal Term not sooner than three hundred (300) days and not later than two hundred seventy (270) days (time is of the essence) prior to the Lease Expiration Date. Any attempt at exercising this Option made other than within the time periods stated herein and in the manner stated herein shall be void and of no force or effect regardless of any other clause in the Lease including but not limited to any Right of Refusal, if any.
4. The Base Monthly Rent to be paid by Tenant to Landlord during the Renewal Term of this option to Renew Lease shall be "Then Market Rent Rate" described as follows:

The term "Then Market Rent Rate" shall mean the rent rate described below in effect at the time of Tenant exercising its right to renew by giving Landlord written notice of this Option. The "Then Market Rent Rate" shall be the fair market rent rate which shall consider all elements affecting the lease transaction, including, but not limited to, Tenant creditworthiness, no improvement allowance or rent abatement and that Landlord shall not lose rent because of any marketing or construction time. If the parties disagree as to the Then Market Rent Rate, Tenant shall pay to Landlord the amount Landlord determines to be the Then Market Rent Rate until such time as a determination is made otherwise by a court. If the determination by court is made as to the Then Market Rate and said amount is less than the amount determined by Landlord then Landlord shall within thirty (30) days of determination, pay to Tenant the difference between Landlord's determination and the court's decision, that had already been paid by Tenant. If the determination by court is made as to the Then Market Rate and said amount is larger than the amount determined by Landlord then Tenant shall within thirty (30) days of determination, pay to Landlord the difference between Landlord's determination and the court's decision, that had already been paid by Tenant.

5. This Option to Renew Lease shall be personal to Tenant and may not be assigned by Tenant to any other party or to any assignee or sublessee of Tenant. This Option to Renew Lease shall automatically and without notice terminate upon any termination or cancellation of the Lease.
6. Notwithstanding the above, if after Tenant's valid exercise of this Option to Renew Lease, but prior to the Renewal Commencement Date, Tenant is in default under the Lease, Landlord may unilaterally by written notice, at its option, cancel this Option to Renew Lease and immediately this Option to Renew Lease shall be void and of no force or effect.

7. Time is of the essence with respect to the foregoing.

Dated: September 8, 2017

AS LANDLORD:
METRO NORTH, LTD.,
a California Limited Partnership

CC&B INVESTMENT GROUP, INC.
A California Corporation
GENERAL PARTNER

By: 
Glenn Carpenter, Co-President

Dated: September, 2017

AS TENANT:
ADAMS COUNTY, COLORADO

By: _____

EXHIBIT "C"

**BROKERAGE RELATIONSHIPS DISCLOSURE
(BUYER, TENANT)**

As required by the laws of the State of Colorado, **The Summit Group, Inc. and its agents**, hereby inform you that we are working with you as a seller's agent. For purposes of this disclosure, buyer also means "Tenant" and seller also means "Landlord."

SELLER'S AGENT: On properties we have listed, we are an agent for the seller, and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap.

THIS IS NOT A CONTRACT

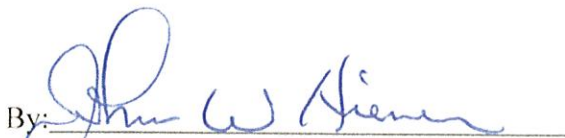
On _____, 2017, we were given a copy of this Brokerage Relationships Disclosure.

ADAMS COUNTY, COLORADO

By: _____

On Sept. 7, 2017, I provided the Tenants with a copy of this Disclosure and have kept a copy for our records.

THE SUMMIT GROUP, INC.

By: 
John W. Hiemer, Broker Associate

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY, OR TRANSACTIONAL-BROKER.

**ADDENDUM FIVE TO
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**

THIS ADDENDUM FIVE ("Addendum 5") with an effective date of September 7, 2017 ("Effective Date") to that certain Rooftop Antenna License Agreement dated December 17, 2003, and amended by Addendum 1 dated on or about January 14, 2005, Addendum 2 dated on or about December 20, 2007, Addendum Three dated January 7, 2009, and Addendum Four dated January 17, 2012 ("Agreement") by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the building at 11990 Grant Street, Northglenn, Colorado 80233.

This Agreement is hereby amended for the purpose of extending its term and for other purposes as follows:

1. Sections 2. Rent and 3. Term shall be amended as follows: The Term of the Agreement shall be extended until September 30, 2022. Commencing on the 1st day of the month after the Effective Date of this Addendum 5, the License Fee shall be \$1,025.00 per month. The Licensee shall be changed from "Adams County Board of County Commissioners" to "Adams County Colorado". Licensee, as tenant, is executing Amendment One to that certain Lease for Suite 216 at 11190 North Grant Street in Northglenn, Colorado 80233.

2. Section 10. Event of Default shall be amended by the addition of the following subparagraph d:

d. Default by Tenant under that certain Office Space Lease dated April 11, 2014 by and between Metro North, Ltd and Adams County Colorado for Suite 216, 11190 Grant Street, Northglenn, Colorado, as amended by Amendment One, dated September 7, 2017.

3. Section 14. Termination by Licensee is hereby deleted.

4. Section 20. Notices shall be amended by inserting the following place of notices for Licensor and Licensee:

For Licensor

Wheelhouse Commercial Management
Attn: John W. Hiemer
574 Santa Fe Drive, #300
Denver, CO 80204
Phone: (303) 991-6499
Email: jhiemer@wheelhousecommercial.com



For Licensee

Adams County Colorado

Phone: _____

Email: _____

5. The following section 31. Holdover shall be added:

31. Holdover. This Agreement shall terminate without further notice at the expiration of the Term and Landlord may immediately commence eviction proceedings. Any holding over by Licensee after expiration of the Term shall neither constitute a renewal nor extension of this Agreement nor give Licensee any rights in or to the Building, except as expressly provided in this section. Any such holding over shall be deemed an unlawful detainer at the Building. Any such holding over to which Licenser has not immediately initiated eviction proceedings shall be construed to be a tenancy or license from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the Rent payable during the last full month immediately preceding such holding over.

6. Except for the Lease, the Agreement and this Addendum 5 contain the entire understanding of the Licenser and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.

7. This Addendum 5 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. In the event of conflicts or inconsistencies between this Addendum 5 and the Agreement, the provisions of this Addendum 5 shall control. All other terms and conditions of the Agreement not affected by this Addendum 5 shall remain in full force and effect, including but not limited to Section 9. Utilities.

IN WITNESS WHEREOF, Licenser and Licensee have executed this Addendum 5 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum.

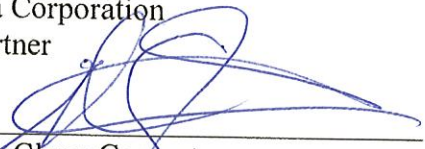


LICENSEE:
ADAMS COUNTY COLORADO

By: _____
Print Name: _____
Title: _____
Date: _____

LICENSOR:
METRO NORTH, LTD.
A California Limited Partnership

CC&B INVESTMENT GROUP, INC.
a California Corporation
General Partner

By:  _____
Print Name: Glenn Carpenter
Title: Co-President
Date: 9/18/17 _____