

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment No. 2") is entered into this 13th day of June, 2022 between the City of Pueblo, a Colorado municipal corporation ("Lessor") and Lockheed Martin Corporation, a Maryland corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as "Party" or collectively referred to as "Parties."

WHEREAS, Lessor and Lessee entered into an original Lease ("Lease") dated July 24, 2017 through which Lessor leased approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Leased Premises"); and

WHEREAS, Lessor and Lessee entered into an Amendment to the Lease dated August 24, 2020 ("Amendment No. 1") in which the Lessor agreed to install certain electrical upgrades to the Leased Premises in exchange for a longer lease term; and

WHEREAS, Lessee has requested that Lessor install a new concrete floor in the front office area of the Leased Premises and Lessor has agreed to do so in exchange for a longer lease term.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Section 1.03 of the Lease and of Amendment No. 1 is rescinded and replaced and restated as follows:

1.03 Prior to December 31, 2022, Lessor shall install a new concrete floor in the front office area of the Leased Premises, at Lessor's sole cost and expense, in an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000.00).

2. Term. Section 2.01 of the Lease and of Amendment No. 1 is rescinded and replaced and restated as follows:

2.01 The term of this Lease is from July 24, 2022 ("Commencement Date") through July 23, 2024.

3. Rent. Section 3.01 of the Lease is rescinded and replaced and restated as follows:

3.01 Lessee shall pay to Lessor monthly rent ("Base Rent") in advance, without notice or demand, beginning on the Commencement Date and on the 1st day of each month thereafter during the entire term, as follows:

Dates	Amount of Base Rent per Month
07/24/22 to 07/23/23	\$6,500.00
07/24/23 to 07/23/24	\$7,000.00

Base Rent for any partial months shall be pro-rated based on the number of days in such month.

5. Ratification of prior Lease. The Lease between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by this Amendment No. 2.

Executed at Pueblo, Colorado, the day and year first above written.

LESSOR:

CITY OF PUEBLO
A Colorado Municipal Corporation

[Seal]

By: _____
Nicholas A. Gradisar
Mayor

Attest: _____
City Clerk

LESSEE:

LOCKHEED MARTIN CORPORATION
A Maryland corporation

By: LMC Properties, Inc., Attorney in Fact
under Irrevocable Power of Attorney effective April 4, 2016

By: _____
Name: Charles B. Hardie
Title: Manager – Real Estate