

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment No. 2") is entered into this 26th day of September, 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 (as amended as set forth below, collectively, the "Lease") dated July 24, 2017 through which Lessor leases approximately 22,500 rentable square feet (the "Leased Premises") located 32501 Walt Bassett Ave., Pueblo, CO 81001 ("Building") and

WHEREAS, Lessor and Lessee entered into that certain Lease Commencement Agreement dated September 11, 2017 in which the parties confirmed certain dates related to the Lease Term and corrected the address of the Building;

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 and Lessor and Lessee agreed to extend the Lease term; and

WHEREAS, Lessee has requested that Lessor install a new concrete floor in the front office area of the Building and Lessor has agreed to do so and the Parties desire to expand the Leased Premises and extend the 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 Section 1.03 of the Lease, as amended by Section 1 of Amendment No. 1 is rescinded and replaced and restated as follows: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 3,600 square foot front office area of the Building ("Expansion Space") as shown on Exhibit A attached hereto, at Lessor's sole cost and expense, in an amount not to exceed Seventy Thousand Dollars (\$70,000.00). Upon completion of such concrete floor installation and delivery of the Expansion Space to Lessee ("Expansion Space Commencement Date"), the Leased Premises shall be expanded to include both

the original 22,500 square foot Leased Premises and the Expansion Space, for a total Leased Premises of 26,100 square feet. Beginning on the Expansion Space Commencement Date and continuing throughout the Lease term, "Leased Premises" shall mean the entire 26,100 square foot Leased Premises for all purposes therein. Promptly following the Expansion Space Commencement Date, Lessor shall prepare a commencement certificate to be executed by Lessor and Lessee; such commencement certificate shall confirm the Expansion Space Commencement Date and the date on which Lessee has the ability to store items on the cured concrete slab in the Expansion Space.

2. Term. Section 2.01 of the Lease, as amended by Section 2 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, as amended by Section 4 of Amendment No. 1 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 Expansion Space Commencement Date	\$5,603.45
Expansion Space Commencement Date 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.

4. Renewal Option. Lessee shall have the option to extend the term of the Lease for one (1) period of two (2) years ("Option Term") by providing written notice thereof to Lessor no later than ninety (90) days prior to the expiration of the Lease term. The Option Term shall be under the same terms and conditions as the Lease, except that the Base Rent payable during the Option Term shall be as follows:

Dates	Amount of Base Rent per Month
07/24/24 to 07/23/25	\$7,500.00
07/24/25 to 07/23/26	\$8,000.00

5. Lessee's Notice Address. Notwithstanding anything in the Lease to the contrary, Lessee's address for notices is hereby amended to the following:

1111 Lockheed Martin Way
Mail Stop BB-15S/157-2E7
Sunnyvale, CA 94088
Attn: Facilities Manager

With a copy of all invoices and legal notices to:

LMC Properties, Inc.
100 South Charles Street
Suite 1400
Baltimore, MD 21201
Attn: Lease Administration

6. 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.

[Signature Page Follows]

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 June 9, 2022

By  8-18-2022 _____

Name: Jed Prossner
Title: Real Estate Manager

EXHIBIT A

