

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AMENDMENT

SUPPLEMENTAL
AMENDMENT
NO. 1

DATE

2.6.12

TO LEASE NO.
LCO14317

ADDRESS OF PREMISES, 825 North Crest Drive, Grand Junction, CO 81506-8692

THIS AGREEMENT, made and entered into this date by and between: SBC Archway XI, LLC

whose address is: 6161 South Syracuse Way, Suite 330
Greenwood Village, CO 80111-4755

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

WHEREAS, the parties hereto desire to amend the above Lease to amend the full rent table, adjust the Commission and Commission Credit, provide Notice to Proceed with Tenant Improvements, and establish lump sum payment procedures for above mentioned premises:

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, Upon execution by the Government, as follows;

Paragraph 3 is hereby deleted in its entirety replaced with the following:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Shell Rate	Based Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
5-120	\$178,193.63	\$37,399.998	\$29,892.78	\$3,158.4588	\$248,644.85	\$20,720.404
121-180	\$221,388.99	\$37,399.998	\$0.0000	\$0.0000	\$258,788.98	\$21,565.747

Offeror has provided 100% free rent for the first four (4) months of the lease. Rent shall be adjusted in accordance with the provisions of the Solicitation for offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

SBC Archway XI, LLC
C/O Van E. Rapp
6161 South Syracuse Way, Suite 330
Greenwood Village, CO 80111-4755

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

LESSOR SBC Archway XI, LLC

BY

(Signature)

IN PRESENCE OF

Patricia S. Delano

(Signature)

(Title)

MANABINGA WIMBER
6161 S. SYRACUSE WAY #330
GREENWOOD VILLAGE CO. 80111

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

DEMI CHAVEZ

Lease Contracting Officer

(Official Title)

Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CBRE, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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.

First month's rent is free

Second month's rent is free

Third month's rent is free

Fourth month's rent is free

Fifth month's rental payment of \$20,718.78 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sixth month's rental payment of \$20,718.78 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted sixth month's rent.

Seventh month's rental payment of \$20,718.78 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted seventh month's rent.

Paragraph 22 is hereby added:

Notice to Proceed:

SBC Archway submitted Tenant Improvement construction proposals for the lease space, located at 825 North Crest Drive, Grand Junction, CO 81506-8692 on 9/19/11. There were 3 proposals submitted for review and are as follows: TI Budget [REDACTED], Tenant Improvements, TI Budget [REDACTED], and TI Budget LAN Cabling. After reviewing your proposals, the Government has determined the costs to be fair and reasonable at a Total Tenant Improvement cost of \$597,355.99. This amount, as agreed to by the Government, is based upon the construction proposal submitted and is inclusive of all Management, permit, and Architectural Fees. Per the SF-2 Paragraph 7 of this lease, the lessor has provided a Tenant Improvement Allowance of \$291,866.98. The Agency determined that they wanted to buy down the Tenant Improvement allowance to \$217,771.02 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.65%. The remaining Tenant Improvement costs of \$379,584.07 will be paid in a one-time Lump Sum payment to the Lessor upon completion, inspection and acceptance of the work, and receipt of an invoice for the work, by the Government.

Invoice for payment shall be submitted directly to: GSA Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth, TX, 76102 or to the GSA Finance website at www.finance.gsa.gov. Your invoice must be on letterhead of the lessor, include an invoice number, this lease number, and the following Pegasys Document Number: PS#0021621.

All other terms and conditions of the lease shall remain in force and effect.


Govt Lessor