

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AMENDMENT

SUPPLEMENTAL
AMENDMENT
NO.3

DATE

2.22.12

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 establish Beneficial Occupancy, restate the rent with dates, to update the termination paragraph with a termination date, and address the Tax adjustment paragraph for above mentioned premises:

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, January 24, 2012, as follows;

Paragraph 2 is hereby deleted and replaced in its entirety:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 24, 2012 thru January 23, 2027, subject to termination and renewal rights as may be hereinafter set forth.

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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

(Signature)

(Title)

MANAGING MEMBER
6161 S. SYRACUSE WAY, STE. 330
GREENWOOD VILLAGE, CO 80111
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Lease Contracting Officer

(Official Title)

Paragraph 3 is hereby deleted and replaced in its entirety:

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
June 24, 2012-June 23, 2022	\$178,193.63	\$37,399.998	\$29,892.78	\$3,158.4688	\$248,644.85	\$20,720.404
June 24, 2022-June 23, 2027	\$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

Paragraph 4 is hereby deleted and replaced in its entirety:

4. The Government may terminate this lease in whole or in part at any time after the tenth year (January 23, 2022) by giving at least ninety (90) days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said Notice shall be computed commencing with the day after the date of mailing.

Paragraph 11 is hereby deleted and replaced in its entirety:

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%. [REDACTED] shall occupy 10.46% of the leased premises and [REDACTED] shall occupy 89.54% of the leased premises. The base year taxes are established at \$20,338.00 per year for the fully assessed value and shall be adjusted in accordance with SFO paragraph 4.2

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

KG & Van
Govt Lessor