

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE: 7/27/11
TO LEASE NO. GS-08P-14468		

ADDRESS OF PREMISES 799 Tech Center Drive, Building A, Durango, CO 81301

THIS AGREEMENT, made and entered into this date by and between **RML Investments, LLC**

whose address is 2376 County Road 505
Bayfield, CO 81122-8733

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

WHEREAS, the parties hereto desire to amend the above Lease, to add the amortized security costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective September 10, 2011 as follows:

Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor, commencing on the estimated date of September 10, 2011, annual rent as follows:

Upon beneficial occupancy by the Government, Annual Rent of \$241,088.88 at the rate of \$20,090.74 per month in arrears for base years 1 thru 5. Annual Rent consists of the following: (Note: Per RSF and Monthly Rent rates below are rounded.) *Amortized security improvements begin on the estimated date of September 10, 2011 and will be paid over a period of fifty seven (57) months.

Rent Breakdown (Years 1-5)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$16.43	\$118,213.85	\$9,851.15
Operating Cost	\$ 4.90	\$35,289.00	\$2,940.75
Amortized TI	\$ 7.74	\$55,673.90	\$4,639.49
Amortized Security*	\$ 4.61 / 4.435	\$31,912.13	\$2,659.34
Full Service Rent	\$33.68	\$214,088.88	\$20,090.74

Rent Breakdown (Years 6-10)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$13.53	\$97,348.95	\$8,112.36
Operating Cost	\$4.90	\$35,289.00	\$2,940.75
Amortized TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$18.43	\$132,637.35	\$11,053.11

Note: Annual, Monthly and Per SF rates are rounded on the above.

Annual Rent for years 6-10 will be reduced to reflect elimination of the amortized tenant improvement and amortized security cost components and shell rent step down. Rent for a lesser period shall be prorated. Rent shall be payable through Electronic Fund Transfer (EFT) to:

RML Investments, LLC
2376 CR 505
Bayfield, CO 81122."

The last Paragraph under Paragraph B. 3. OTHER REQUIREMENTS shall have the following added:

"Upon completion of said work to the satisfaction of the Contracting Officer the Government shall make payment, within 30 to 45 days (after receipt of an invoice), to the Lessor in the amount of **\$41,613.95.00** as a lump sum payment. The Lessor shall Invoice(s) for said Security Improvements in the amount of **\$41,613.95**, including the annotation of **PDN NUMBER PS0020770** which will be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, an Original and One copy of the invoice(s) may be mailed to the following address: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth Texas, 76102."

[Handwritten signature]

The Lessor shall provide to the Government a full accounting of the funds expended for the completion of the Tenant Improvements not later than 30 days after the Government occupies the space. Payment shall be forwarded to:

RML Investments, LLC
2376 CR 505
Bayfield, CO 81122."

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, RML Investments, LLC

BY  M. A. G. Gortner (Signature)
(Title)

IN PRESENCE OF Cynthia Lanning 2376 CR 505, Bayfield, CO 81122 (Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY  CONTRACTING OFFICER (Signature)
(Official Title)