

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT</p> <p>No. 1</p>	<p>DATE</p> <p>12/19/2011</p>
<p>TO LEASE NO. GS-08P-LCO14527</p>		
<p>ADDRESS OF PREMISES 675 Industrial Boulevard Delta, CO 81416-2811</p>		
<p>THIS AGREEMENT, made and entered into this date by and between, WALID BOU-MATAR LLC</p> <p>whose address is: 677 25 1/2 Road Grand Junction, CO 81501-1001</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease: to reconcile tenant improvements, change square footage, establish the beneficial occupancy date.</p> <p>NOW THEREFORE, these parties for the considerations hereafter mentioned covenant and agree that the said Lease is amended, effective <u>October 12, 2011</u> as follows:</p> <hr/> <p>Paragraph 1 is deleted in its entirety and replaced by the following:</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>A total of 3,909.00 rentable square feet (RSF) of office and related space, which yields 3,832.42 ANSI/BOMA Office Area square feet (USF) of space at 675 Industrial Boulevard, Delta, CO 81416-2811 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 14 surface parking spaces for exclusive use of Government employees and patrons, and 13 secured parking spaces for use by Government Owned Vehicles."</p> <p>Paragraph 2 is deleted in its entirety and replaced by the following:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 12, 2011 and continuing through October 11, 2021, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>Paragraph 3 is deleted in its entirety and replaced by the following:</p> <p>"3. For the premises and benefit of the Government, Lessor shall provide for the duration of the Lease term, all security requirements as described in the [REDACTED] scope of work titled "Statement of Work" and dated May 3, 2011 (which is attached hereto and made a part hereof as Exhibit A), the [REDACTED] requirements titled "[REDACTED]" (which is attached hereto and made a part hereof as Exhibit B), the requirements titled "Technical Requirements" (which is attached hereto and made a part hereof as Exhibit C), the MegaCenter [REDACTED] Requirements titled "[REDACTED]" (which is attached hereto and made a part hereof as Exhibit D), and the FIPS Products and Services List titled "GSA FIPS 201 Evaluation Program Products and Services" (which is attached hereto and made a part hereof as Exhibit E). The Government shall pay to Lessor a total amount of [REDACTED] to be amortized into the tenant improvement rent for an Annual Tenant Improvement Rent of \$37,245.66 for the firm five- year term of the Lease. Therefore, the Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:</p>		

WB 13

Year	Annual Shell Rent*	Annual Operating Rent**	Annual Tenant Improvement Rent***	Total Annual Rent
1	\$ 62,545.02	\$ 22,320.75	\$ 37,245.66	\$ 122,111.43
2	\$ 62,545.02	\$ 22,320.75	\$ 37,245.66	\$ 122,111.43
3	\$ 62,545.02	\$ 22,320.75	\$ 37,245.66	\$ 122,111.43
4	\$ 62,545.02	\$ 22,320.75	\$ 37,245.66	\$ 122,111.43
5	\$ 70,401.09	\$ 22,320.75	\$ 37,245.66	\$ 129,967.50
6	\$ 70,401.09	\$ 22,320.75	\$ -	\$ 92,721.84
7	\$ 70,401.09	\$ 22,320.75	\$ -	\$ 92,721.84
8	\$ 76,929.12	\$ 22,320.75	\$ -	\$ 99,249.87
9	\$ 76,929.12	\$ 22,320.75	\$ -	\$ 99,249.87
10	\$ 76,929.12	\$ 22,320.75	\$ -	\$ 99,249.87

*Subject to Tax adjustments per 4.2 of SFO 8CO2001

**Subject to annual CPI adjustments per 4.3 of SFO 8CO2001

***Tenant Improvements are amortized over 60 months at 5.5%

Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

WALID BOU-MATAR LLC
677 25 1/2 Road
Grand Junction, CO 81501-1001"

Paragraph 4 is deleted in its entirety and replaced by the following:

"4. The Government may terminate this lease in whole or in part at any time after October 11, 2016 by giving at least one hundred twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 5 is deleted in its entirety and replaced by the following:

"5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8CO2001, dated September 21, 2009, as amended with SFO Amendment 1 dated March 10, 2010.
- B. Built in accordance with standards set forth in 8CO2001, dated September 21, 2009, as amended with SFO Amendment 1 dated March 10, 2010, developed subsequent to award.
- C. All tenant alterations to be completed by a mutually agreed upon date between Lessor and the Government. Lease term to be effective on date of occupancy. The Lessor hereby waives restoration of the premises, and the Government shall have no obligation to restore the premises. The Lessor releases the Government from any and all liability and expenses in connection with or related to restoration of the premises. At its sole option, the Government may abandon property in the premises following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
- D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer."

Paragraph 7 is deleted in its entirety and replaced by the following:

"7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$162,493.00 shall be amortized through the rent for 5 years at the rate of 5.5% so that the Annual Tenant Improvement Rent for the amortization period shall be \$37,245.66."

Paragraph 8 is deleted in its entirety and replaced by the following:

"8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as ~~58.50%~~ based upon occupancy of ~~3,909.00~~ Rentable Square Feet in a building with a total of ~~6,681.82~~ RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The establishment of the tax base shall occur after the first full year of occupancy, on actual taxes, and is included in the Shell Rental Rate.

Paragraph 10 is deleted in its entirety and replaced by the following:

"10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.01998 (3,908.00 RSF/3,832.42 ABOA SF)."

WB JB

Paragraph 13 is deleted in its entirety and replaced by the following:

"13. In accordance with the SFO Paragraph entitled *Operating Costs*, the base rent for operating cost adjustments shall be \$22,320.75 annually."

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

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

LESSOR: WALID BOU-MATAR LLC

BY

(Signature)

(Date)

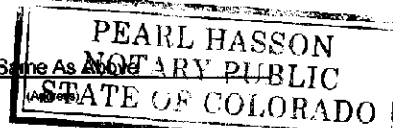
(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Date)

Same As Above



My Commission Expires 02/06/2012

UNITED STATES OF AMERICA

BY

(Name)

(Signature)

(Date)

Contracting Officer, GSA
(Title)