

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-08P-14675
ADDRESS OF PREMISES 445 West Gunnison Avenue Grand Junction, Colorado 81501-5720	PDN Number: PS0027506

THIS AMENDMENT is made and entered into between **SBC Archway VIII, LLC**

whose address is: **6161 S. Syracuse Way, Suite 330, Greenwood Village, Colorado 80111**

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

WHEREAS, the Government accepts the premises with a Beneficial Occupancy Date of January 1, 2014; and,

WHEREAS, The space leased has been re-measured and is adjusted hereinbelow.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 1, 2014 as follows:

Paragraph entitled LEASE TERM is deleted and replaced as follows:

"To Have and To Hold the said Premises with their appurtenances for the term beginning January 1, 2014 as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government."

Paragraph 1.01, THE PREMISES, is deleted in its entirety and replaced as follows:

This Lease Amendment contains 2 pages.

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

IN WITNESS WHEREOF, the parties have hereunto set their names as of the below dates:

FOR THE

Signature:

Name:

Title:

Entity Name: **SBC Archway VIII, LLC**

Date:

2/6/2014

FOR THE G

Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

Camille Davidson
Operations Manager
2/6/2014

"The Premises are described as follows:

Office and Related Space: 44,747 rentable square feet (RSF), yielding 42,097 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 6.2950 percent, located on the two (2) floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B."

Paragraph 1.02.A, PARKING, is deleted in its entirety and replaced as follows:

"1.02.A. Parking: 190 parking spaces as depicted on the plan attached hereto as Exhibit C of which 66 shall be reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 66 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

Paragraph 1.03.A, RENT AND OTHER CONSIDERATION, is deleted in its entirety and replaced as follows:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YEARS 1-10)		NON FIRM TERM (YEARS 11-15)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 764,433.05	\$17.08	\$ 970,052.63	\$21.68
TAXES	\$36,754.87	\$0.82	\$36,754.87	\$0.82
TENANT IMPROVEMENT RENT ¹	\$ 219,522.56	\$ 4.91 ²	\$0.00	\$0.00 ³
OPERATING COSTS	\$154,168.47	\$3.4453	\$154,168.47	\$3.4453
BUILDING SPECIFIC SECURITY ²	\$ 4,390.21	\$0.10 ³	\$ 0.00	\$0.00 ³
TOTAL ANNUAL RENT	\$ 1,179,269.16	\$ 26.3553	\$ 1,160,975.97	\$ 25.9453

¹The Tenant Improvement Allowance is amortized at a rate of 6.65 percent per annum over 10 years.

²Building Specific Security Costs are amortized at a rate of 6.65 percent per annum over 10 years.

³Rates may be rounded.

Paragraph 1.08.B, TENANT IMPROVEMENT ALLOWANCE, is added and reads as follows:

"1.08.B. The Lessor shall provide all necessary supervision, labor, material and permitting required to complete the tenant improvements to the space to be occupied by the Government. In accordance with Section 1.09 of the lease the Government shall pay the Lessor the amount of **\$1,600,307.92** for the Tenant Improvements as more specifically identified in the Tenant Improvements Budget dated September 20, 2013 and changes to the requirements as specified below. Tenant improvements in the amount of **\$1,600,307.92** shall be amortized over 120 months at the rate of 6.65%. The final tenant improvement cost shall be reconciled and documented in an Amendment to the Lease. **The Lessor shall be paid a lump sum for a portion of the tenant improvements cost which may change (reduce) the Annual Rent for Tenant Improvement Rent stated in Paragraph 1.03.A.** A lump sum amount of **\$0.00** shall be paid upon completion and acceptance by the Contracting Officer. The tenant improvements cost include the changes to the requirement as follows:

Add two 220 volt outlets	
Security System	
Power Poles	
Extra cabling	
Add Electrical Outlet	
DS3 Wiring	
Total Requirement Changes	\$ 99,753.88
Tenant Improvement Cost per September 20, 2013 budget	\$ 1,500,554.04
Total Tenant Improvement Cost	\$ 1,600,307.92

The Vendor receiving the lump sum payment shall issue an invoice in the amount of **\$0.00**. The invoice shall include a

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unique invoice number and cite the following PDN number PS0027506. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall 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, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102. "

Paragraph 1.12, OPERATING COST BASE, is deleted in its entirety and replaced as follows:

"1.12 The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$3.45** per rentable sq. ft (**\$154,168.47** /annum)."

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