

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. GS-08P-LMT14743
ADDRESS OF PREMISES 754 River Rock Helena, MT 56991-0240	PDN Number: <u>PS0038807</u>

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

whose address is: 6161 S Syracuse Way, STE 330
Greenwood Village, CO 80111-4755

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

WHEREAS, the parties hereto desire to amend the above Lease by issuing a Notice to Proceed for Tenant and BSAC Improvements and provide lump sum payment procedures.

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, **Upon Government Execution**, as follows:

The following paragraph is hereby added to the lease.

7.02 NOTICE TO PROCEED AND LUMP SUM PAYMENT PROCEDURES

A. NOTICE TO PROCEED FOR TENANT IMPROVEMENTS AND BUILDING SECURITY AMORTIZED COSTS


You are hereby given notice to proceed with the tenant improvements of the United States Department of Homeland Security CIS leased space located at 754 River Rock, Helena, Montana 56991-0240 as developed under lease GS-08P-LM14743, and the 100 Percent drawings as approved. The Government has reviewed the Tenant Improvement (TI) and Building Security Amortized cost (BSAC) proposal submitted on May 3, 2017 and approves the Tenant Improvement and Building Security Security costs (BSAC) price of \$2,014,175.38. The Lessor shall amortize the amounts of \$470,589.54 (TI) and \$120,000 (BSAC) for a total of \$590,589.54 into the rent at the rate of 5.0% percent over ten (10) years. The remaining amount not to exceed \$1,423,585.85 via a one-time lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor.

This Lease Amendment contains 2 pages, plus exhibits

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 below date.


FOR THE LESSOR:

Signature: 
 Name: MARK E. ARKAMP
 Title: MANAGING MEMBER
 Entity Name: SBC ARCHWAY HELENA LLC
 Date: 6-26-2017

FOR THE GOVERNMENT:

Signature: 
 Name: Michael A. Gawell
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 7/6/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: VAN E. RAPP
 Title: MANAGING MEMBER
 Date: JUNE 26, 2017

Do NOT proceed beyond this amount without the expressed written permission of the Contracting Officer. If you do so, please understand you are proceeding at your own risk as the lessor. Please note that all changes to the contract must be done in writing and agreed to by the contracting officer. No other changes shall be recognized.

B. LUMP SUM PAYMENT PROCEDURE

A properly executed original invoice, in the amount of **\$1,423,585.85**, shall be forwarded to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Mike Gawell
1 Denver Federal Center
Bldg. 41, Rm. 240
Denver CO. 80225-0001

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) PS0038807
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.

C. TIME TO COMPLETE TENANT IMPROVEMENTS AND OTHER REQUIRED CONSTRUCTION WORK Paragraph 4.01(K) is hereby deleted and replaced with the following:

"Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 140 Working Days following issuance of NTP."

INITIALS:

MA
LESSOR

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GOV'T