

**GENERAL SERVICES  
ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL AGREEMENT NO: 3**

**DATE:**  
9/29/11

**TO LEASE NO. LSD14398**

**ADDRESS OF PREMISES: 414 E Stumer Road, Rapid City, SD 57701-9213**

THIS AGREEMENT, made and entered into this date by and between: **LGK Development, LLC**  
whose address is: **3200 Carbon Place, Apt S211  
Boulder, CO 80301-6119**

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 amend the square footage, establish the rent breakdown, revise the attachments to the lease, establish the tenant improvements amortized into the rent, establish the common area factor, revise the commission and commission credit, to document changes to agency's scope of work, and establish the total tenant improvement costs and costs for the lump sum items due to the Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

Paragraphs 1, 3, 6, 7, 10, 20 are hereby deleted in its entirety and the following substituted therefore & Paragraphs 21 & 22 are hereby added:

"1. The Lessor hereby leases to the Government the following described premises:  
A total of 10,640 rentable square feet (RSF) of office and related space, which yields 10,014 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at 1.7 acre parcel located at 414 E Stumer Road, Rapid City, SD 57701-9213, 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 92 surface parking spaces, 22 of these parking spaces to be enclosed within the securely fenced ware yard for the exclusive use of Government employees and patrons."

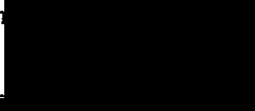
"3. The Government shall pay the Lessor annual rent of \$343,856.73 at the rate of \$28,654.73 per month in arrears for years 1 -- 10 per the rent breakdown below:

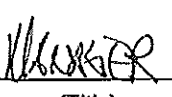
Rent Breakdown (Years 1-10)	Monthly Rent	Annual Rent
Shell Rent	\$20,263.49	\$243,161.82
Operating Cost	\$4,689.14	\$56,269.73
Amortization of TI	\$3,702.10	\$44,425.18
<b>Full Service Rent</b>	<b>\$28,654.73</b>	<b>\$343,856.73</b>

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  
**LGK DEVELOPMENT, LLC  
3200 CARBON PL APT S211  
BOULDER, CO 80301-6119"**

(Continued on next page)

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: LGK Development, LLC  
  
\_\_\_\_\_

 (Title)  
\_\_\_\_\_

IN PRESENCE OF   
\_\_\_\_\_ (Signature)


  
\_\_\_\_\_ (Address)

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, MOUNTAIN PLANS SERVICE CENTER.**

BY   
\_\_\_\_\_ (Signature)

**CONTRACTING OFFICER**  
\_\_\_\_\_ (Official Title)

Brenda J. McWhirt

  
Lessor Initials

  
Gov't Initials

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"6. The following are attached and made a part hereof:

- A. Solicitation for Offers 8SD2020 dated June 26, 2009, and Amendment 1, dated July 1, 2009;
- B. Agency Special Requirements (Rev. [10/1/10]);
- C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]);
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]);
- E. Site Plan;
- F. Floor Plan;
- G. Davis-Bacon Wage Rates
- H. CAT 6 Cabling Reduction Plan"

"7. Rent includes a Tenant Improvement Allowance of \$318,848.24 to be amortized over the term of the Lease (120 months) at the rate of 7%. In accordance with SFO paragraph entitled *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly."

"10. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.06251 (10,640 RSF/10,014 USF)."

"20. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$28,654.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$28,654.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$28,654.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent"

"21. Based on design conversations, the Agency Special Requirements mentioned in SF2 Paragraph 6 has changed. The following requirements are hereby removed from the Agency Special Requirements:

1. Reducing the number of CAT6 cable homeruns in [REDACTED]'s space by 38 per the attached plan mentioned in SF2 Paragraph 6.
2. Removing the requirements of the power opener on the vehicular gate between the (2) parking lots
3. Change of the make and model of the carpet to: Make: Mohawk Carpet; Line: Bigelow; Color: 7979 Alluvial
4. Removal of the requirements for the RTV shed - no shed will be provided.
5. Remove the requirement for electrical and ventilation for an electric range in the break room.
6. Reduce the number of interior signs to 8 (1 - [REDACTED], 1 - [REDACTED], 1 - Field Office, 1 - RD, 1 - [REDACTED], 1 - [REDACTED], 1 - Soils Lab, 1 - Future Tenant. ADP room does not receive signage. No signs are required for the conference/break & storage areas). Exterior signage is double sided for public view and not illuminated. The tenant will provide exterior sign. Sign is to be installed by lessor.
7. Remove the upgraded conference room lighting
8. Remove the requirement for operable windows.
9. Remove the electric door opener in the door between [REDACTED] and front entry vestibule.
10. The vacated space will be drywall and ready for paint (but not painted). There will be no carpet, no data outlets and no electrical outlets. There will be a dropped ceiling grid and lighting with a switch at the door into this space.
11. Add hallway to secure [REDACTED]'s space from vacated RC&D space (see attached final plan. Note: costs associated with the design and construction of the changes from the 100% design set that incorporate the secured hallway are included in this partial notice to proceed)."

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Lessor Initials

  
Gov't Initials

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"22. The total costs for tenant improvements are \$450,845.51. The total TI Allowance amortized into the rent is \$318,848.24. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$76,978.84, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. An additional lump sum payment for the balance of Tenant Improvements to be paid to the Lessor in the amount of \$55,018.43 due to a release of space by USDA is referred to in SLA #4 and shall be invoiced for by the Lessor in accordance with SLA #4.

A proper invoice must include the following:

Invoice date;

Name of the Lessor as shown on the Lease;

Lease contract number, building address and description, price and quantity of the items delivered;

PDN # - PS0021576

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) and/or sent directly to the GSA Finance Office at the following address:

General Services Administration  
Greater Southwest Finance Center  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181  
(Please also email a copy to the Contracting Officer)"

  
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Lessor Initials

  
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Gov't Initials