

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

**SUPPLEMENTAL AGREEMENT NO. 7**

**DATE:**

**TO LEASE NO. LWY14360**

**ADDRESS OF PREMISES:** Cheyenne Hills Office Building  
1109 Airport Parkway  
Cheyenne, Wyoming 82001-1503

THIS AGREEMENT, made and entered into this date by and between:

whose address is: **SBC Archway VI, LLC**  
**6161 South Syracuse Way, Suite 330**  
**Greenwood Village, CO 80111-4055**

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

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

Lease is amended,

February 1, 2011

as follows:

The purpose of this Supplemental Lease Agreement (SLA) No. 7, to lease LWY14360, is to amend the lease as stated below:

1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

7,804 rentable square feet (6,587.5 usable square feet) of space located in the building located at 1109 Airport Parkway, Cheyenne, Wyoming 82001-1503 (as described in Exhibit B attached hereto), sixteen (16) on-site reserved parking spaces and fifteen (15) surface spaces for employee and visitor parking shall be provided in the building's parking lot as part of the rental consideration and to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.184667932 or 18.4667932%."

2. Paragraph 2 of the Lease shall be deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 2011, and continuing for a term through 15 years, expiring January 31, 2026, unless earlier terminated by the Government as described in Paragraph 4 of the Lease."

**CONTINUED ON PAGE 2**

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: SBC ARCHWAY VI, LLC

IN PRESENCE

(Signature)

MANAGING MEMBER

(Title)

6161 S. SYRACUSE WAY, SUITE 330  
GREENWOOD VILLAGE CO. 80111

(Address)

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

BY ADAM MENZIE

CONTRACTING OFFICER

(Official Title)

3. Paragraph 3 of the Lease shall be deleted in its entirety and be replaced with the following:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Feb. 1, 2011 – Jan. 31, 2016	\$48.99	\$31,859.83	\$382,317.96
Feb. 1, 2016 – Jan. 31, 2021	\$49.41	\$32,132.97	\$385,595.64
Feb. 1, 2021 – Jan. 31, 2026	\$49.87	\$32,432.1233	\$389,185.48

The cost of the sixteen (16) onsite reserved parking spaces and fifteen (15) surface spaces for employee and visitor parking spaces in included in the rental rate.

The gross rental rate stated above includes the following:

Term	Shell Rent Annual (shell rent only)	Operating Expenses Annual	Taxes Annual (excluded from shell rent annual)	Tenant Improvements Annual
Feb. 1, 2011 – Jan. 31, 2016	\$275,194.15	\$55,798.60	\$16,566.66	\$34,758.55
Feb. 1, 2016 – Jan. 31, 2021	\$278,471.83	\$55,798.60	\$16,566.66	\$34,758.55
Feb. 1, 2021 – Jan. 31, 2026	\$316,820.22	\$55,798.60	\$16,566.66	\$0.00

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 7WY2065. Rent for a lesser period shall be prorated. Rent shall be made payable to:

SBC Archway VI, LLC  
 6161 South Syracuse Way, Suite 330  
 Greenwood Village, CO 80111-4055"

4. Paragraph 4 of the Lease shall be deleted and replaced with the following:

"4. The Government may terminate this lease at any time after January 31, 2021 by giving at least sixty (60) 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."

5. Paragraph 10 of the Lease shall be deleted and replace with the following:

"10. In accordance with provisions of Paragraphs 3.5 Tax Adjustment , 3.7 Operating Costs, and 3.15 Adjustment for Vacant Premises of the Solicitation for Offers 7WY2065, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$7.15 per rentable square foot. The base cost of services is established at \$55,798.60 based on \$7.15 for 7,804 rentable square feet.

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(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 3.5, the percentage of occupancy is 100% based on Gross Building Area of 7,804 square feet divided by the Government's premises of 7,804 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as \$2,122,842 per rentable square foot or \$16,566.66 per year.

(c) The Adjustment for Vacant space is \$1.00 per rentable square foot.

6. Paragraph 18 of the Lease shall be deleted and replaced with the following:

"18. In accordance with Section 3.11 - Common Area Factor of SFO 7WY2065, the Common Area Factor is established as 1.184667932 or 18.4667932%."

7. Paragraph 19 of the Lease shall be deleted and replaced with the following:

"19. In the event the actual amount of space exceeds 6,587.5 usable square feet, there will be no additional cost to the Government."

8. Paragraph 22 of the Lease shall be deleted and replaced with the following:

"22. The tenant buildout will conform to the specifications in SFO 7WY2065 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$253,388.00 are amortized for a period of 120 months at 6.65%. The amortized tenant buildout costs are \$4,453,941 per rentable square foot."

9. Paragraph 23 of the Lease shall be deleted in its entirety and be replaced with the following:

"23. In accordance with Section 1.13 of SFO 7WY2065, the Total Broker's Commission is [REDACTED]. This amount is based on a total gross rental amount of [REDACTED] for the initial 10 years firm term X [REDACTED] = [REDACTED]. For the benefit of the Government, the Broker has agreed to forego [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. Broker shall be paid directly by Lessor, [REDACTED] of the Total Broker's Commission which is [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is [REDACTED] (the "Commission Credit") which shall not be paid to Broker, but shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured.

The shell portion of the annual rental payment ( $\$275,194.15 / 12 \text{ months} = \$22,932.85$  per month) shall be reduced to fully recapture this Commission Credit. The reduction in shell rental commences with the first full month of rental payment and continues throughout the month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

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February 1, 2011 – February 28, 2011 Adjusted Rental Payment: [REDACTED]  
March 1, 2011 – March 31, 2011 Adjusted Rental Payment: [REDACTED]  
April 1, 2011 – April 30, 2011 Adjusted Rental Payment: [REDACTED]

February 2011 Rental Payment \$31,859.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted February 2011 Rent.  
March 2011 Rental Payment \$31,859.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted March 2011 Rent.  
April 2011 Rental Payment \$31,859.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted April 2011 Rent.”

10. In accordance with SFO Section 4.13 LANDSCAPING (SEP 2000), all landscaping shall be installed on or before June 1, 2011.

END OF SLA NO. 7

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