

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1
TO LEASE NO. **GS-08P-14786**
DATE

ADDRESS OF PREMISES

5046 West 58th Avenue
Arvada, CO 80002

THIS AGREEMENT, made and entered into this date by and between
SBC Archway IX, LLC
whose address is 6161 S. Syracuse Parkway, Suite 330
Greenwood Village, CO 80111

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

WHEREAS, the parties hereto desire to amend the above Lease in order to change the Lease Term and the Rent and other consideration, and approve the costs to complete all Tenant Improvements needed for the Agency.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2015, as follows:

LEASE TERM, shall be deleted and changed to the following:

LEASE TERM

To Have and To Hold the said premises with its appurtenances for the term beginning upon acceptance of the premises as required by this Lease and continuing for a period of

Twenty (20) Years, Fifteen (15) Years Firm

Section 1, Paragraph 1.03 of the Lease, RENT AND OTHER CONSIDERATION (SEP 2013) shall be deleted in its entirety and replaced by have the following:

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

	FIRM TERM YEARS 1 - 10 ANNUAL RENT	FIRM TERM YEARS 11 - 15 ANNUAL RENT	NON FIRM TERM YEARS 16-20 ANNUAL RENT
Shell Rent ¹	\$ 178,169.22	\$ 221,559.62	\$ 279,259.62
Base Taxes ²	\$ 28,165.98	\$ 28,165.98	\$ 28,165.98
Tenant Improvements Rent ³	\$ 77,735.66	\$ 77,735.66	-
Operating Costs ⁴	\$ 70,509.40	\$ 70,509.40	\$ 70,509.40
Building Specific Amortized Capital - BSAC ⁵	\$ 8,113.64	\$ 8,113.64	-
Parking	-	-	-
TOTAL ANNUAL RENT	\$ 362,693.90	\$ 406,084.30	\$ 377,935.00

¹Shell rent calculation:

(Firm Term Years 1 - 10) approximately \$15.44 per RSF multiplied by 11,540 RSF

(Firm Term Years 11 - 15) approximately \$19.20 per RSF multiplied by 11,540 RSF

(Non Firm Term) approximately \$24.20 per RSF multiplied by 11,540 RSF

²Base Taxes approximately \$2.44 per RSF multiplied by 11,540 (\$28,165.98 total adjusted annually)

³The Tenant Improvement cost of \$819,173.53 is amortized at a rate of 5.0 percent per annum over 15 years

⁴Operating Costs rent calculation: \$6.11 per RSF multiplied by 11,540

⁵Building Specific Amortized Capital (BSAC) of \$85,500 are amortized at a rate of 5.0 percent per annum over 15 years

Section 4, Paragraph 4.01 of the Lease, shall have the following paragraph added as follows:

"This Lease Amendment No. 1 is issued pursuant to Paragraph 30 of the Changes Clause (Form 3517B): The Lessor hereby agrees to provide all labor, materials, supervision and permits necessary to complete all construction as outlined in the attached TICS Schedules for: [REDACTED] for a total cost of \$819,173.53. The Total tenant improvements, [REDACTED] are to be amortized into the Lease at 5% interest over a fifteen year period."

Payment shall be forwarded to: **SBC Archway IX, LLC**
6161 S. Syracuse Parkway, Suite 330
Greenwood Village, CO 80111

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:

SBC Archway IX, LLC

Signature: [REDACTED]

Name: VAN BUREN

Title: MANAGING MEMBER

Entity Name: SBC ARCHWAY IX, LLC

Date: JULY 7, 2015

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: [REDACTED]

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 7/8/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Cam

Title: Operations Mgr.

Date: JULY 7, 2015