

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

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 November 2, 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

Subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be November 2, 2015.

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:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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	\$ 82,427.47	\$ 82,427.47	-
Operating Costs ⁴	\$ 71,370.38	\$ 71,370.38	\$ 71,370.38
Building Specific Amortized Captial - BSAC ⁵	\$ 8,113.54	\$ 8,113.54	-
Parking	-	-	-
TOTAL ANNUAL RENT	\$ 368,246.59	\$ 411,636.99	\$ 378,795.98

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 \$868,615.44 is amortized at a rate of 5.0 percent per annum over 15 years

⁴Operating Costs rent calculation: approximately \$6.18 per RSF multiplied by 11,540 includes \$860.98/year for fume hood testing

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

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Section 1.15 OPERATING COST BASE (SEP 2013) shall be deleted in its entirety and replaced with the following:

"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$71,370.38 per annum, or approximately \$6.18 per RSF."

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

"This Lease Amendment No. 2 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: Tenant Improvements, dated June 2, 2015 [REDACTED]

[REDACTED] and total change orders 1,2, 3, 5, 6, and 7 in the amount of \$49,441.91 for a total cost of \$868,615.44. The Total tenant improvements, including change orders 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 [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: MANAGING MEMBER
Entity Name: SBC ARCHWAY IX LLC
Date: 11.2.2015

FOR THE [REDACTED]

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/3/15

WITNESS

Signature: [REDACTED]
Name: VAN E. LITVIN
Title: MANAGING MEMBER
Date: NOV. 2, 2015