

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-08P-14675
ADDRESS OF PREMISES <b>445 West Gunnison Avenue Grand Junction, Colorado 81501-5720</b>	PDN Number: PS0027506

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

whose address is: 6161 S. Syracuse Way, Suite 330, Greenwood Village, Colorado 80111

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

WHEREAS, the Government accepted the premises with a Beneficial Occupancy Date of January 1, 2014; and,

WHEREAS, The tenant improvement cost has been reconciled and rents adjusted effective January 1, 2014 hereinbelow.

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 January 1, 2014 as follows:

Paragraph 1.03.A, RENT AND OTHER CONSIDERATION, is deleted in its entirety and replaced as follows:

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

	FIRM TERM (YEARS 1-10)		NON FIRM TERM (YEARS 11-15)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 764,433.05	\$17.08	\$ 970,114.96	\$21.68
TAXES	\$36,754.87	\$0.82	\$36,754.86	\$0.82
TENANT IMPROVEMENT RENT <sup>1</sup>	159,015.85	\$3.5537 <sup>2</sup>	\$0.00	\$0.00 <sup>2</sup>
OPERATING COSTS	\$154,168.48	\$3.4453	\$154,168.48	\$3.4453
BUILDING SPECIFIC SECURITY <sup>3</sup>	\$ 4,390.21	\$0.10 <sup>3</sup>	\$ 0.00	\$0.00 <sup>3</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$1,118,762.44</b>	<b>\$ 25.0000</b>	<b>\$1,161,038.30</b>	<b>\$ 25.95</b>

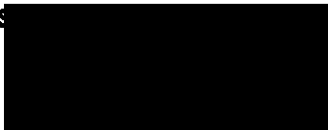
<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 6.65 percent per annum over 10 years.

This Lease Amendment contains 2 pages.

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: DO NOT SIGN  
 Title: MANAGING MEMBER  
 Entity Name: SBC Archway VIII, LLC  
 Date: MAY 5, 2014

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 GSA, Public Buildings Service.  
 Date: 5/13/2014

WITNESSED FOR THE LESSOR BY:




Signature: \_\_\_\_\_  
 Name: CAROLLE LINDVALLSON  
 Title: Operations Manager  
 Date: MAY 5, 2014

<sup>2</sup>Building Specific Security Costs of \$32,004.41 is amortized at a rate of 6.65 percent per annum over 10 years.  
<sup>3</sup>Rates may be rounded."

**Paragraph 1.08.B, TENANT IMPROVEMENT ALLOWANCE, is added and reads as follows:**

"1.08.B. The Lessor shall provide all necessary supervision, labor, material and permitting required to complete the tenant improvements to the space to be occupied by the Government. In accordance with Section 1.09 of the lease the Government shall pay the Lessor the amount of **\$1,611,055.07** for the Tenant Improvements as more specifically identified in the Tenant Improvements Budget dated September 20, 2013 and changes to the requirements as specified below. Tenant Improvements in the amount of **\$1,159,217.14** shall be amortized over 120 months at the rate of 6.65%. A lump sum amount of **\$451,837.93** shall be paid upon completion and acceptance by the Contracting Officer. The tenant improvements cost include the changes to the requirement as follows:

Add two 220 volt outlets (APHIS)		
Security System (All)		
Power Poles (FWS)		
Extra cabling (BOR)		
Add Electrical Outlet (APHIS)		
DS3 Wiring (BOR)		
Building Access System (All)		
Door Peep Hole		
New Sink and Faucet (USGS)		
Install Quadplex in Warehouse (FWS)		
Add Pre-rinse Faucet (USGS)		
Install AV System (BOR)		
Total Requirement Changes		\$ 110,501.03
Tenant Improvement Cost per		
September 20, 2013 budget	<u>\$ 1,500,554.04</u>	
Total Tenant Improvement Cost	<u>\$ 1,611,055.07</u>	

The Vendor receiving the lump sum payment shall issue an invoice in the amount of **\$451,837.93**. The invoice shall include a unique invoice number and cite the following PDN number PS0027506. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

INITIALS:        &         
                  LESSOR   GOVT