

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 4 </u>
	TO LEASE NO. LWY14734
ADDRESS OF PREMISES 2617 EAST LINCOLNWAY, SUITE F CHEYENNE, WY 82001-5660	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Andrew S. Pappas Living Trust whose address is: 203 West 8th Avenue
Cheyenne, WY 82001-1359

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

WHEREAS, the parties hereto desire to amend the above Lease establishing beneficial occupancy, set the termination date, and restate the full service rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, December 6, 2013, as follows:

The purpose of this Lease Agreement (LA) Four (4) is to establish Beneficial Occupancy,


Paragraph 4 of the lease is hereby deleted in its entirety and replaced with the following:

4. To Have and To Hold the said premises with its appurtenances for the term of 10 Years, 5 Years Firm commencing on December 6, 2013, and continuing through December 5, 2023, subject to termination and renewal rights as may be hereinafter set forth.


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: THE ANI B. PAPPAS
Title: OWNER TRUSTEE
Entity Name: LINCOLNWAY BUILDING
Date: 12.26.13

FOR THE

Signature: 
Name: Shirley J. Smith
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/27/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Helen Costopoulos
Title: Friend
Date: 12-26-13

Paragraph 5 of the lease is hereby deleted in its entirety and replaced with the following:

5. The Government may terminate this Lease, in whole or in part, after December 5, 2018 by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the day after the date of mailing.

Paragraph 6 of the lease is hereby restated:

6. Rental Schedule*

Year	Shell Rent (Less taxes)	TI	Taxes*	Operating Rent	Annual Rent
1	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
2	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
3	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
4	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
5	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
6	\$25,764.53		\$1,592.96	\$10,538.07	\$41,597.91
7	\$25,764.53		\$1,592.96	\$10,538.07	\$41,597.91
8	\$25,764.53		\$1,592.96	\$10,538.07	\$41,597.91
9	\$25,764.53		\$1,592.96	\$10,538.07	\$41,597.91
10	\$25,764.53		\$1,592.96	\$10,538.07	\$41,597.91

- Base rates are Indicated for Illustrative/evaluation purposes only
- CAF will be used 10 convert from RSF 10 USF
- Annual escalation will be applied to operating costs and taxes per Lease\RLP paragraphs
- Taxes are estimated based upon the current tax bill. This number will be adjusted when the first full year's assessment is completed. The Shell rental will be adjusted to maintain the established annual rent.

Paragraph 25 of the 1364A is hereby restated:

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

In accordance with Paragraph 1.09 of GSA form R101A and Paragraph 2.01 of GSA form L201A of the RLP Broker Commission and Commission Credit, CBRE ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 1.09 of GSA Form R101A and Paragraph 1.04 of GSA form L201A of the RLP only [REDACTED] of the Commission will be payable to CBRE with the remaining [REDACTED] which is the Commission Credit to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit is fully recaptured in equal monthly installments over the shortest period practicable.

Month 1 Rental Payment \$4,922.42 minus prorated Commission Credit [REDACTED] totals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$4,922.42 minus prorated Commission Credit [REDACTED] totals [REDACTED] adjusted 2nd Month's Rent.

INITIALS: JBP & [Signature]
LESSOR & GOVT