

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AMENDMENT	SUPPLEMENTAL AMENDMENT NO.3 - REVISED	DATE 3/11/12
TO LEASE NO. LCO14317		

ADDRESS OF PREMISES, 825 North Crest Drive, Grand Junction, CO 81506-8692

THIS AGREEMENT, made and entered into this date by and between: SBC Archway XI, LLC
whose address is: 6161 South Syracuse Way, Suite 330
Greenwood Village, CO 80111-4755

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

WHEREAS, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy, restate the rent with dates, and to update the termination paragraph with a termination date for above mentioned premises:

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, January 24, 2012, as follows;

Paragraph 2 is hereby deleted and replaced in its entirety:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 24, 2012 thru January 23, 2027, subject to termination and renewal rights as may be hereinafter set forth.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR **SBC Archway XI, LLC**

BY [Signature] (Signature)

IN PRESENCE OF [Signature] (Signature)

(Title) MANAGING MEMBER
6161 S. SYRACUSE WAY, SUITE 330
GREENWOOD VILLAGE CO. 80111
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Signature] (Signature)

Lease Contracting Officer
(Official Title)

Supplemental Lease Amendment 3

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Paragraph 3 is hereby deleted and replaced in its entirety:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Dates	Shell Rent	Base Cost of Services	Tenant Improvements	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-4	1/24/12-5/23/12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-120	5/24/12-1/23/22	\$178,193.63	\$37,400.00	\$29,872.78	\$3,158.46	\$248,624.87	\$20,718.74
121-180	1/24/22-1/23/27	\$221,389.00	\$37,400.00	\$0.00	\$0.00	\$258,789.00	\$21,565.75

* Offeror has provided 100% free rent for the first four (4) months of the lease. Rent shall be adjusted in accordance with the provisions of the Solicitation for offers and General Clauses. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

SBC Archway XI, LLC
C/O Van E. Rapp
6161 South Syracuse Way, Suite 330
Greenwood Village, CO 80111-4755

Paragraph 4 is hereby deleted and replaced in its entirety:

4. The Government may terminate this lease in whole or in part at any time on or after January 24, 2022 by giving at least ninety (90) days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said Notice shall be computed commencing with the day after the date of mailing.

Paragraph 9 is hereby deleted and replaced in its entirety:

9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CBRE, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4 only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First Month's Rent is Free

Second Month's Rent is Free

Third Month's Rent is Free

Fourth Month's Rent is Free

Fifth month's rental payment of \$20,718.74 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sixth month's rental payment of \$20,718.74 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted Sixth month's rent.

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Seventh month's rental payment of \$20,718.74 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted Seventh month's rent.

Paragraph 11 is hereby deleted and replaced in its entirety:

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%. [REDACTED] shall occupy 10.46% of the leased premises and [REDACTED] shall occupy 89.54% of the leased premises. The base year taxes are established at \$20,338.00 per year for the fully assessed value and shall be adjusted in accordance with SFO paragraph 4.2

All other terms and conditions of the lease shall remain in force and effect.

KG & VJL
Govt Lessor