

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

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 increase the amortized tenant improvements, and to clarify janitorial needs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 1, 2016, as follows:

**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 <sup>1</sup>	\$ 178,169.22	\$ 221,559.62	\$ 279,259.62
Base Taxes <sup>2</sup>	\$ 28,165.98	\$ 28,165.98	\$ 28,165.98
Tenant Improvements Rent <sup>3</sup>	\$ 86,241.27	\$ 86,241.27	-
Operating Costs <sup>4</sup>	\$ 71,370.38	\$ 71,370.38	\$ 71,370.38
Building Specific Amortized Capital - BSAC <sup>5</sup>	\$ 8,113.54	\$ 8,113.54	-
Parking	-	-	-
<b>TOTAL ANNUAL RENT</b>	<b>\$ 372,060.39</b>	<b>\$ 415,450.79</b>	<b>\$ 378,795.98</b>

<sup>1</sup>Shell 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

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

<sup>3</sup>Beginning January 1, 2016, Tenant Improvement costs are increased to a total of \$908,503.72 at 5% interest (\$39,888.28 for 178 months.)"

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

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

**Section 1, Paragraph 1.08 of the Lease, TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013) shall have the first sentence deleted and replaced with the following:**

"The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$ 908,503.72."

*MA LH*

Section 4, Paragraph 4.01, of the Lease, SCHEDULE FOR COMPLETION OF SPACE – STREAMLINED (SEP 2013) Item J, shall have the following paragraph added:

**“J. TENANT IMPROVEMENTS PRICING REQUIREMENTS**

8. This Lease Amendment No. 3 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] and total change orders 1,2, 3, 5, 6, and 7 in the amount of \$49,441.91, (to be amortized over a period of fifteen (15) years). And, as of January 1, 2016, final change orders in the amount of \$39,888.28 (to be amortized at 5% interest over a period of one hundred seventy eight (178) months); for a total amortized tenant improvement cost of \$908,503.72.”

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

Section 6, Paragraph 6.01 of the Lease, PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012) Item A., shall have the following sentence added:

“Janitorial cleaning shall be performed during normal hours, two times a week between the hours of 7:30 AM and 5 PM (PREFERABLY Monday and Thursday).”

Section 6, Paragraph 6.07, of the Lease, Items A through M, JANITORIAL SERVICES (JUNE 2012) shall have the following paragraphs added:

“A. Work included lease to be modified as follows:  
Daily duties, per lease below, will be done twice weekly.

B. through M. Items to be done as specified in lease below, including cleaning the laboratory – (all surfaces and sink, wipe counters, etc.) vacuuming floors, damp mop and scrub emergency shower and additional shower – as needed, or once a month minimum”

Section 6, Paragraph 6.07 of the Lease, JANITORIAL SERVICES (JUNE 2012), Sub-paragraph N. shall be added as follows:

“N. Additional work  
Sweep warehouse once a month; sweep mezzanine steps and upper and lower floors, once a month.  
Damp mop laboratory floor, once a month. Heavy duty scrubbing of garage floors and bay area of warehouse is needed three times a year in March, August and October.”

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: MAK  
Title: MANAGING MEMBER  
Entity Name: SBC ARCHWAY IX LLC  
Date: 1-4-2016

FOR THE LESSEE  
Signature: [REDACTED]  
Name: Darvin Kitaly  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/12/16

WITNESSED  
Signature: [REDACTED]  
Name: Camille M Davidson  
Title: Operations Mgr. SBC Archway Mgt.  
Date: 1-04-2016