

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO 2

DATE:

6/10/11

TO LEASE NO. **GS-08P-14468**

ADDRESS OF PREMISES 799 Tech Center Drive, Building A, Durango, CO 81301

THIS AGREEMENT, made and entered into this date by and between **RML Investments, LLC**
whose address is 2376 County Road 505
Bayfield, CO 81122-8733

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

WHEREAS, the parties hereto desire to amend the above Lease, to amend the shell rent, increase the Base Operating Expenses, increase the Rentable/Usable Square Footage, revise the commission and commission credit language, and add a PDN number for Tenant Improvement costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective June 10, 2011 as follows:

Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 7,195 Rentable Square Feet (RSF), yielding approximately 7,195 ANSI/BOMA area of office and related space located at:

799 Tech Center Drive
Building A
Durango, CO 81301

To be used for such purposes as may be determined by the Government. A total of (23) twenty three parking spaces are included as part of the lease at no additional cost to the Government."

Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term beginning on June 10, 2011, through June 9, 2021 subject to termination and renewal rights as may be hereinafter set forth, subject to beneficial occupancy. Lease term is ten (10) years, five (5) years firm, with lease effective term to be determined following completion of tenant improvements and Government acceptance of space. The rent shall not accrue until the Government accepts the space and a Temporary Certificate of Occupancy has been obtained."

Paragraph 3 of the lease is deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor, commencing on the commencement date of June 10, 2011, annual rent as follows:

Upon beneficial occupancy by the Government, Annual Rent of \$209,176.75 at the rate of \$17,431.40 per month in arrears for base years 1-5. Annual Rent consists of three components: (Note: Per RSF rates and the monthly rates below are rounded)

Rent Breakdown (Years 1-5)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$16.43	\$118,213.85	\$9,851.15
Operating Cost	\$ 4.90	\$35,289.00	\$2,940.75
Amortized TI	\$7.74	\$55,673.90	\$4,639.49
Full Service Rent	\$29.07	\$209,176.75	\$17,431.40

Rent Breakdown (Years 6-10)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$13.53	\$97,348.95	\$8,112.41
Operating Cost	\$4.90	\$35,289.00	\$2,940.75
Amortized TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$18.43	\$132,637.95	\$11,053.16

Annual Rent for years 6-10 will be reduced to reflect elimination of the amortized tenant improvement component and shell rent step down. Rent for a lesser period shall be prorated. Rent shall be payable through Electronic Fund Transfer (EFT) to:

**RML Investments, LLC
2376 CR 505
Bayfield, CO 81122.**

Paragraph 10 of the Lease is deleted in its entirety and replaced with the following:

"10. Pursuant to SFO Paragraph 3.7, Operating Costs Base (SEP 2000), the base for Operating Costs adjustment is established as \$35,289 or approximately \$4.90 per rentable square foot per annum, per the attached GSA Form 1217."

Paragraph 11 of the Lease is deleted in its entirety and replaced with the following:

"11. Pursuant to Paragraph 1.13, Broker Commission and Commission Credit (NOV 2006) of the Solicitation for Offers, the Lessor and the Broker have agreed to a cooperating flat fee lease commission of [REDACTED] (Gross Commission). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED] (Net Commission), to the Broker in accordance with the Broker Commission and Commission Credit paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 3 of this Standard Form 2, the Shell Rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in Shell Rental shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$17,431.40 (includes \$9,815.15 Shell Rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent."

Paragraph 17 is hereby incorporated into the Lease:

"17. REIMBURSABLE ITEMS: The Lessor hereby agrees to provide and install the items described herein. The Government agrees to reimburse the Lessor not to exceed \$104,199.00 (One hundred four thousand one hundred ninety nine dollars and no/00 cents) upon completion and acceptance of the Scope of Work by the Government for tenant improvements and architectural fees, and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

**RML Investments, LLC
2376 CR 505
Bayfield, CO 81122**

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0020559**. [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. 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."

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 above date.

LESSOR, **RML Investments, LLC**

BY [Signature] Managing Partner (Title) (Signature)

IN PRESENCE OF [Signature] 2376 CR 505 Bayfield CO 81122 (Address)
(Signature)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY [Signature] CONTRACTING OFFICER (Signature)
(Official Title)