

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>4</u> TO LEASE NO. GS-08P-LMT14743
ADDRESS OF PREMISES 754 River Rock Helena, MT 56991-0240	PDN Number: N/A

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

whose address is: 6161 S Syracuse Way, STE 330
Greenwood Village, CO 80111-4755

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

WHEREAS, the parties hereto desire to amend the above Lease by establishing Beneficial Occupancy, establish full service rent, restate the commission and commission credit, and set a termination date.

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 11, 2018, as follows:

This section of the lease is hereby deleted and replaced with the following:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning January 11, 2018 thru January 10, 2033 of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,


subject to termination and renewal rights as may be hereinafter set forth.

Continued on page 2

This Lease Amendment contains **3** 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.

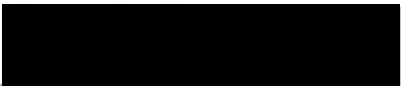
FOR THE LESSOR:

Signature: 
 Name: Mark E. Aukamp
 Title: Managing Member
 Entity Name: SBC Archway Helena LLC
 Date: 1/17/2018

FOR THE GOVERNMENT:

Signature: 
 Name: Michael A. Gawell
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 1/18/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Carrie Davidson
 Title: Operations Manager
 Date: 1/17/2018

The following paragraph is hereby deleted and replaced with 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:

	January 11, 2013 thru January 10, 2028 ⁷	January 11, 2028 thru January 10, 2033
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$210,428.36	\$285,597.78
REAL ESTATE TAXES ²	\$25,089.97	\$25,089.97
TENANT IMPROVEMENTS RENT ³	\$59,895.99	\$0.00
OPERATING COSTS ⁴	\$94,663.00	\$94,663.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁵	\$15,273.43	\$0.00
PARKING ⁶	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$405,350.75	\$405,350.75

¹Shell rent calculation:

(Firm Term) \$10.471887 per RSF multiplied by 12,775 RSF

(Non-Firm Term) \$22.355991 per RSF multiplied by 12,775 RSF

²The Real Estate Tax Base is established as \$1.98399 per RSF multiplied by 12,775 RSF

³The Tenant Improvement Allowance of \$470,589.54 is amortized at a rate of five (5%) percent per annum over 10 years

⁴Operating Costs rent calculation: \$7.410020 per RSF multiplied by 12,775 RSF

⁵Building Specific Amortized Capital (BSAC) of \$120,000.00 is amortized at a rate of five (5%) percent per annum over 10 years

⁶Parking costs described under sub-paragraph H Below

⁷Free Rent: Months 1-4 shall be provided at no cost to the Government

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 11,988 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described in the paragraph entitled "The Premises."
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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H. Parking shall be provided at a rate of \$0.00 per parking space per month.

The following paragraph is hereby restated:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE, INC. (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. Only [REDACTED] of the Commission will be payable to CBRE, INC. 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 month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Months 1 - 4 are provided at no cost to the Government.

Month 5 Rental Payment \$33,779.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

• Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

The following paragraph is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after January 11, 2028, by providing not less than 60 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 effective date of termination

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