

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO 6

DATE:

11/28/2011

REVISED

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 modify the Amortized Tenant Improvements to reflect final costs. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective December 1, 2011 as follows:

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

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

Annual Rent of \$239,777.80, at the rate of \$19,981.48 per month in arrears for base years 1 thru 5

Annual Rent consists of the following:

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	\$ 7.22	\$51,954.79	\$4,329.57
Amortized Security*	\$ 4.77	\$34,320.16	\$2,860.01
Full Service Rent	\$33.32	\$239,777.80	\$19,981.48

Rent Breakdown (Years 6-10)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$13.53	\$97,348.95	\$8,112.36
Operating Cost	\$4.90	\$35,289.00	\$2,940.75
Amortized TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$18.43	\$132,637.35	\$11,053.11

Note: Annual, Monthly and Per SF rates are rounded on the above.

Annual Rent for years 6-10 will be reduced to reflect elimination of the amortized tenant improvement and amortized security cost components 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 8 of the Lease shall be deleted in its entirety and replaced with the following:

"8. Pursuant to Paragraph 1.10, Tenant Improvements included in Offer the Tenant Improvement (TI) allowance is \$213,527.45. (approximately \$29.68 per ANSI/BOMA square foot). The amortization rate is 8%, and the amortization term is 60 months. Annual amortized TI rental is \$51,954.79 or approximately \$7.22 per RSF for years 1 through 5. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor."

Paragraph 18 shall have the first four sentences in paragraph 18 deleted and changed as follows:

"18. Building Security Costs for the project total \$177,793.00. The Government agrees to reimburse the Lessor with a lump sum payment of \$41,613.94 for a portion of the Building Security cost. The remaining balance of \$136,179.06 shall be amortized for a period of 60 months at 9.5% interest. Annual amortized security rental is \$34,320.16 or approximately \$4.77 per RSF for 60 months beginning June 10, 2011." The rest of paragraph 18 shall remain "as is".

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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] _____ (Title) MANAGING PARTNER _____ (Signature)

IN PRESENCE OF [Signature] _____ (Signature)  _____ (Address)

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

BY Joseph D. McPherson, Jr. _____ (Official Title) CONTRACTING OFFICER _____ (Signature)

GSA DC 68-117 Joseph D. McPherson, Jr.
Real Estate Contracting Officer

AC/TS/TS

GSA FORM 276 JUL 67