

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT No. 6	DATE (when GSA signs) 9/4/12
LEASE AMENDMENT		TO LEASE NO. GS-07B-16726	
ADDRESS OF PREMISES: Crick & Watson 5441 Watson Drive, SE Albuquerque, NM 87106-9714			
THIS AGREEMENT made and entered into this date by and between: Artesia Development ABQ-ICE, LTD whose address is: 800 Town & Country Blvd, Ste 300 Houston, TX 77024-4559			
hereafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.			
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:			
The purpose of Lease Amendment (SLA) No. 6 is: (1) establish the alterations for change order #7 as specified for the [REDACTED] facility located in Albuquerque, NM, (2) establish the cost for improvements, (3) to define the terms of payment to the Lessor for the work to be performed under this SLA.			
1. The Lessor is hereby authorized to make the alterations and improvements for [REDACTED] in accordance with the Lease and this Lease Amendment and in compliance with all applicable local codes and ordinances. Lessor is to provide all labor, materials, equipment required for the improvements. The Lessor is responsible for the service, operation and maintenance post the warranty period of 365 days (1 year) from the date of acceptance by the Government.			
The Scope of Work (SOW), provided by the GSA, attached hereto as Exhibit A (Page 1) and made a part hereof. The Lessor acknowledges to base its pricing and total costs from the Scope of Work, and that any changes thereto ordered by the Government shall constitute a change to the described Work (i.e. a "Change Order").			
The Lessor will coordinate all work with GSA's Project Manager, Jason Garlick (work: 817-850-8292, cell: 817-470-2251, or email at: Jason.garlick@gsa.gov).			
All alterations and improvements for [REDACTED] shall remain the property of the Lessor. <u>The Lessor waives all rights to restoration.</u> Substantial Completion of the Work to be performed under this Lease Amendment shall occur no later than sixty (60) days from the date of the Contracting Officer's Notice to Proceed.			
2. The Costs of the Work for the alterations and improvements to be completed under this Lease Amendment No. 6 shall not exceed the Lessor's Provided Costs Proposal dated August 10, 2012 for the sum of \$79,152.00, attached hereto as Exhibit B (Pages 1-3).			
3. The Lessor shall be paid a one-time lump sum payment of \$79,152.00 when work is completed and accepted by the Government. The Lessor shall issue a written Notice to the Government for Inspection of the Work. The Government shall perform its Inspection within Ten (10) Working Days from the date of Lessor's Notice. Acceptance of the Work and its percentage completed shall not be unreasonably withheld. The Government shall make payment within thirty (30) ¹⁴ days of the date of each invoice.			
Lessor shall submit invoice for payment electronically via the GSA finance website at www.finance.gsa.gov . Each invoice is required to have a unique number, the name and address of the Lessor, the Lease and SLA number and the correct PDN, which for this Lease Amendment No. 6 is <u>PS0024246</u> .			
(continued on next page)			

General Conditions

1. **Work Scheduling Agreement** - The Lessor shall make the necessary arrangements with the Contracting Officer or his representative in scheduling and performing the work to result in a minimum amount of interference to the activities of the Government. Lessor shall provide a Project Schedule to the Agency and GSA within five (5) business days from the date of the Contracting Officer's Notice to Proceed (NTP) or Pre-Construction Meeting.
2. **Lessor's Employees** - Each employee of the Lessor hired to perform the work provisioned under this SLA shall be 1) a citizen of the United States of America, 2) an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card Form 1-151, or 3) a person who presents evidence from the Immigration and Naturalization Service that employment by the Lessor will not affect his/hers immigration status.
3. **Extras** - Except as otherwise provided in this SLA, no charge for extra work or materials will be invoiced by the Lessor unless the same has been ordered in writing by the Contracting Officer and the description and price stated in such order.
4. **Inspections** - All material, equipment, and workmanship shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be corrected and made acceptable to the Government.
5. **Indemnity** - The Lessor shall save and keep harmless the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the service, operations, or performance of work in connection with this SLA, resulting in whole or part from the negligent acts or omissions of the Lessor.

This Lease Amendment No. 6 consists of six (6) pages:

GSA Form 276, inclusive (2 pages)

Exhibit A – Scope of Work, (1 Page)

Exhibit B – Lessor's Provided Cost Proposal, (3 pages)

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

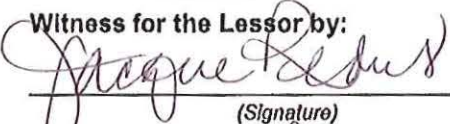
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Artesia Development ABQ-ICE, LTD

BY  _____
(Signature)

Brent Redus _____
(Print Name)

Witness for the Lessor by:

 _____
(Signature)

Jacques Redus _____
(Print Name)

Address:
800 Town & Country Blvd, Ste 300
Houston, TX 77024-4559

UNITED STATES OF AMERICA

BY  _____
(Signature)

Jeff Seria, Lease Contracting Officer
GSA, Public Buildings Service
1100 Commerce, Room 720
Dallas, TX 75242-1043

(Official Title)

