

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-07B-16897	DATE 7/24/12	PAGE 1 of 2
ADDRESS OF PREMISES 10500 Copper Ave NE, Albuquerque, New Mexico, 87123			

THIS AGREEMENT, made and entered into this date by and between MW Development, LLC

whose address is 10500 Copper Ave NE
Albuquerque, NM, 87123

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 10, 2012 as follows: The purpose of Supplemental Lease Agreement (SLA) No. 3 is to issue Notice to Proceed on the requested change orders in accordance with Exhibit A (2 pages) attached and made part of this lease.

1. The following changes are made in accordance with the changes clauses of the General Clauses section 552.270-14(2), Works and Services.

Change Order No. 1:

- a. Manufacture and install a metal canopy over the main exterior entrance into leased space; [REDACTED]
- b. Furnish and install additional security devices, according to the requirements and specifications of the tenant agency; [REDACTED]
- c. Redesign and provide additional shelving in Baggage Storage Room; [REDACTED]

TOTAL COST FOR CHANGE ORDER No. 1: \$46,098.38

The changes described above, and in the attached Exhibit pursuant to this SLA, shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. The total cost for the above work is \$46,098.38. All changes performed under this contract shall not exceed \$46,098.38.

2. Upon completion, inspection, and acceptance of the work by the Contracting Officer, or Contractor Officer's designee, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$46,098.38, within 30 days upon receipt of an original invoice.

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[REDACTED] parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER
Hugo Hinojosa

[REDACTED] Park Sq., Los Alamos, NM 87544

IN PRESENCE OF

SIGNATURE [REDACTED] NAME OF SIGNER
Scott Whitefield

ADDRESS [REDACTED] Suite 300, Albuquerque, NM 87110

UNITED STATES OF AMERICA

SIGNATURE [REDACTED] NAME OF SIGNER
Thomas Abraham
OFFICIAL TITLE OF SIGNER
Contracting Officer

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER – Ed Perez
300 E 8TH Street, Room: G-150
Austin, TX 78701-3233

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **PS0023183**

If the invoice is not submitted on company letterhead, the person(s) with the Lease contract is made must sign it.

3. The Government -approved Change Orders, which formed the basis for the lump sum payment, are hereby incorporated into the Lease as Exhibit A.
4. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: SS LESSOR GA GOVT