

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4 REV	DATE <i>9/4/2012</i>
	TO LEASE NO. GS-07B-16915	

ADDRESS OF PREMISES: 1701 Columbus Drive, 1st Floor, Deming, NM 88030-6724

THIS AGREEMENT, made and entered into this date by and between **Gunter-Lewis Enterprises, LTD.**

whose address is **1378 Anasazi Ct.
Las Cruces, NM 88007-1934**

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


WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on August 10, 2012 as follows:

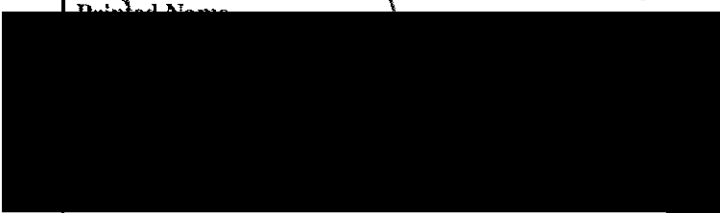
- 1.) To document changes to the annual rent; and
 - 2.) To provide a Notice to Proceed for change order (C/R) #1 and provide for an anticipated date of completion; and
 - 3.) To change the total cost of the tenant improvements ;and
 - 4.) To provide for the method of payment of the Tenant Improvements; and
 - ✓ 5.) To document changes to the Broker Commission and Commission Credit; and
 - 6.) All other terms and conditions are in full force and effect.
- See Attached**

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

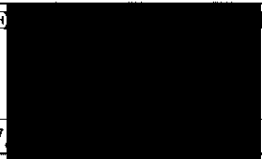
Lessor: **Gunter-Lewis Enterprises, LTD**

 *General Partner*
Title

Beverly Lewis
Printed Name



Christy A Lewis
Printed Name

UNITED STATES OF AMERICA
Don W.  CA
General Services Administration
819 Taylor St., 5A18
Fort Worth, Texas 76102
Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #4
GS-07B-16915
1701 Columbus Drive, 1st Floor
Deming, NM. 88030-6724

1.) For years 1 through 10, the Government shall pay the Lessor annual rent of \$300,365.78 (\$29.74/RSF - \$40.58/ABOA) at the rate of \$25,030.48 per month in Arrears. The total annual rent consists of annual Shell rent of \$200,465.15 (\$19.85/RSF - \$27.08/ABOA) at the rate of \$16,705.43 per month; annual Operating Costs of \$45,300.00 (\$4.49/RSF - \$6.12/ABOA) at the rate of \$3,775.00 per month, plus annual CPI adjustments as stated in the Solicitation for Offer; and annual amortized Tenant Improvement Costs and Building Specific Amortized Capital (BSAC) of \$54,600.63 (\$5.41/RSF - \$7.38/ABOA) at the rate of \$4,550.05 per month paid in arrears.

For years 11 through 15, the Government shall pay the Lessor total annual rent of \$219,002.80 (\$21.69/RSF - \$29.49/ABOA) at the rate of \$18,250.23 per month paid in arrears. The total annual rent consists of annual Shell rent of \$173,702.80 (\$17.20/RSF - \$23.39/ABOA); Operating Costs of \$45,300.00 (\$4.49/RSF - \$6.12/ABOA) plus annual CPI adjustments as stated in the Solicitation For Offer. **There are no annual Tenant Improvement Costs.**

2.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of the alterations required in change order (C/R) #1 as it relates to additional security improvements to be funded by Building-Specific Amortized Capital (BSAC); all of which are depicted in Exhibit "A." The total cost of the BSAC represented by C/R #1 equates to \$107,209.76 [\$97,797.27 + \$9,412.49 = \$107,209.76]. The anticipated date of completion of all the tenant improvements is December 21, 2012.

3.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from **\$1,193,553.70 to \$1,300,763.46** [\$1,193,553.70 (Tenant Improvement Cost) + \$107,209.76 (BSAC) = \$1,300,763.46]. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, carrying costs, profit and any and all other fees associated with the completion of the Tenant Improvements including BSAC represented by C/R #1 by the anticipated date of completion.

4.) **The total cost of the Tenant Improvements including BSAC, is \$1,300,763.46.** The Government shall pay for a portion of the total Tenant Improvement cost by amortizing \$280,355.19 over the first ten (10) years of the term, monthly, at an interest rate of 7.25%. Additionally, the Government shall amortize the Building Specific Amortized Capital (BSAC) amount of \$107,209.76 over the first ten (10) years, monthly, at an interest rate of 7.25%. The total cost the Government shall amortize over the first ten (10) years, monthly, equates to **\$387,564.95**. The annual amortized Tenant Improvements and BSAC cost is \$54,600.63 [\$39,496.79 + \$15,103.84 = \$54,600.63]

The remaining balance of \$913,198.51 [\$1,300,763.46 - \$387,564.95 = \$913,198.51] shall be paid by lump-sum, upon the completion and acceptance by the Government of the Tenant Improvements and BSAC.

Gov't Initials hl
Lessor Initials: BS

Supplemental Lease Agreement #4
GS-07B-16915
1701 Columbus Drive, 1st Floor
Deming, NM. 88030-6724

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS-0023778** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> . Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Don Day
819 Taylor Street, Rm. 5A18
Fort Worth, TX 76102

Upon the completion of the Tenant Improvements, BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

5.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. 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 to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit 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 to the Government. 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.

First Month's Rental Payment of \$25,030.48 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$25,030.48 minus the Commission Credit [REDACTED] equals [REDACTED] as ✓ the adjusted Second Month Rent.

6.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials _____

Lessor Initials _____