

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-16915
ADDRESS OF PREMISES 1701 Columbus Drive, 1 st Floor, Deming, NM 88030-6724	PDN Number: PS-0023778

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 desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on October 18, 2012 as follows:



- 1.) To provide a Notice to Proceed and to provide a credit for Architect/Engineer (A/E) Fee Adjustment; and
- 2.) To change the total cost of the Tenant Improvements; and
- 3.) To provide for the method of payment of the Tenant Improvements, Building Specific Security (BSS); and
- 4.) All other terms and conditions are in full force and effect.

See Attached


This Lease Amendment contains 2 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: Gunter-Lewis Enterprises, LTD

Signature: 
 Name: 
 Title: General Partner
 Entity Name: Gunter-Lewis
 Date: _____

FOR THE GOVERNMENT:

Signature:  ✓
 Name: Dc
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 7PRA
 819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18
 Date: 10/29/2012

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Limited Partner
 Date: _____

- 1) Upon this Lease Amendment being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of Building Specific Security (BSS) improvements as depicted and according to the revised Security Plan A-13 created by Sixty First Place Architects, LTD dated September 21, 2012 and in the revised Change Order (C/O) Proposal #2 dated October 9, 2012 for Building Specific Security (BSS) work which also includes an Architect / Engineer Fee (A/E) Credit Adjustment of (\$5,663.58) for a total of **\$17,679.38** [\$23,342.96 (BSS) - \$5,663.58 (A/E Credit Adjustment) = \$17,679.38 (BSS)]; which is depicted in the attached Exhibit "A".

The total cost of the Tenant Improvement Cost and Building Specific Security (BSS) is **\$1,318,442.84** [\$1,193,553.70 (Tenant Improvement Cost) + \$124,889.14 (BSS) ($17,679.38 + \$107,209.76$) = \$1,318,442.84]. The anticipated date of completion of all the Tenant Improvements and BSS is December 21, 2012.

- 2) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSS shall change from \$1,300,763.46 to \$1,318,442.84. The Tenant Improvement cost and BSS includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and BSS.
- 3.) The Lessor shall amortize a portion of the Tenant Improvement Allowance amount of \$280,355.19 and a portion of the Building Specific Security costs in the 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 in the rent over the first ten (10) years, monthly, equates to \$387,564.95 [\$280,355.19 (Tenant Improvement Allowance) + \$107,209.76 (BSAC) = \$387,564.95]. The remaining balance of **\$930,877.89** [\$1,318,442.84 – \$387,564.95 = \$930,877.89] shall be paid to the Lessor in a Lump-Sum Payment upon completion and acceptance of the premise by the Government.

Any changes to the Construction Drawings, which result in a financial change to the lease agreement, of any type must be approved, by the GSA Contracting Officer.

To submit for payment of the lump-sum-payment amount of **\$930,877.89**, 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 W. Day
819 Taylor St, Room 5A18
Ft. Worth, Texas 76102-6105
817-978-7018

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

INITIALS: RS LESSOR & ul GOVT