

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 7
	TO LEASE NO. <b>GS-07B-16915</b>
ADDRESS OF PREMISES 1701 Columbus Drive, 1 <sup>st</sup> Floor, Deming, NM 88030-6724	PDN Number: <b>PS-0023778</b>

**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 January 31, 2012 as follows:

- 1.) To document changes to the annual rent; and
- 2.) To provide a Notice to Proceed for Change Order (C/O) Proposal #4 and provide for 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 Building Specific Security (BSS); 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*



This Lease Amendment contains **3** pages.


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


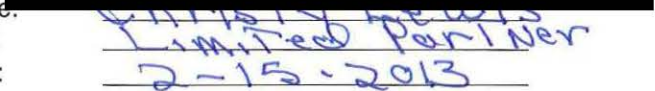
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR: Gunter-Lewis Enterprises, LTD**

**FOR THE GOVERNMENT:**

Signature:   
 Name:   
 Title: General Partner  
 Entity Name: Gunter-Lewis Enterprises  
 Date: 2-15-2013

Signature:   
 Name: Don W.  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 7PRA  
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18  
 Date: 2/19/2013

WITNESSED FOR THE LESSOR BY:  
  
 Signature:   
 Name: Witness  
 Title: Limited Partner  
 Date: 2-15-2013

- 1) For years 1 through 10, the Government shall pay the Lessor annual rent of \$310,509.23 (\$30.75/RSF - \$41.96/ABOA) at the rate of \$25,875.77 per month paid 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 \$64,744.08 (\$6.41/RSF - \$8.75/ABOA) at the rate of \$5,395.34 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 and BSAC Costs.**

- 2) 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 Floor Plans submitted by Sixty First Place Architects, LTD dated December 11, 2012 and the Revised Change Order (C/O) Proposal #4 dated December 14, 2012 for a total of **\$101,095.29**; which is depicted in the attached Exhibit "A".

The total cost of the Tenant Improvements and Building Specific Security (BSS) is **\$1,438,653.15** [\$1,193,553.70 (Tenant Improvement Cost) + \$245,099.45 (BSS) \$17,679.38 + \$107,209.76 + \$19,115.02 + \$101,095.29] = \$1,438,653.15]. The anticipated date of completion of all the Tenant Improvements and BSS is April 11, 2013.

- 3) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSS shall change from \$1,337,557.86 to **\$1,438,653.15**. 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.
- 4) 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 \$179,209.76 [\$107,209.76 + \$72,000.00 = \$179,209.76] 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 \$459,564.95 [\$280,355.19 (Tenant Improvement Allowance) + \$107,209.76 (BSAC) + \$72,000.00 (BSAC) = \$459,564.95]. The remaining balance of **\$979,088.20** [\$1,438,653.15 - \$459,564.95 = \$979,088.20] 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 **\$979,088.20**, 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

INITIALS:

  
LESSOR

&

  
GOVT

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) and BSAC 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 \$25,875.77 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$25,875.77 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.

INITIALS:  LESSOR &  GOVT