

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-07P-LNM17308
ADDRESS OF PREMISES 2509 N. TELSHOR BLVD. LAS CRUCES, NM 88011	PDN Number: PS0032623

THIS AMENDMENT is made and entered into between John and Karen Curry Enterprises LLC,
whose address is: 2511 N. Telshor Blvd., Las Cruces, NM 88011

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 issue Notice to Proceed with the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC), to approve the total TI costs and BSAC, and to provide for payment of TIs and BSAC costs above the allowance.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:


1. To provide for a Notice to Proceed for construction of TIs and BSAC and provide for a date of substantial completion; and
2. To approve the total cost of the TIs and BSAC; and
3. To provide for the method of payment of the TI and BSAC costs above the allowance.

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:

Signature: 
Name: John Curry
Title: Managing Member
Entity Name: John and Karen Curry Enterprises LLC
Date: December 11, 2015

FOR THE GOVERNMENT:

Signature: 
Name: T. Nathan Lopez
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12-22-2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Corina M. Kinnerup
Title: Property Manager
Date: December 11, 2015

1. Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed, effective January 4, 2016, with construction of TIs and BSAC; all of which are depicted in the Construction Documents dated March 16, 2015 and the Government-approved DIDs dated October 2, 2014. The total cost of the TIs and BSAC shall not exceed **\$1,814,159.63**. The date of substantial completion of all the TIs and BSAC is June 22, 2016. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSAC.
2. The Government and the Lessor have agreed that the total cost of the TIs shall not exceed \$1,766,562.63 and the total cost of the BSAC shall not exceed \$47,597.00 for a total cost of construction of tenant improvements not to exceed \$1,814,159.63. The TI and BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and BSAC by the agreed to date of substantial completion.
3. The amortized TI's, per the lease paragraph 1.08 Tenant Improvement Allowance, in the amount of \$497,053.39 shall be amortized over the first seven (7) years of the term at an interest rate of 6%. The amortized BSAC, per the lease paragraph 1.03 Rent and Other Consideration (Sep 2013), in the amount of \$47,597.00 shall be amortized over the first seven (7) years, at an interest rate of 6%.

The Government and Lessor acknowledge that a portion of the TIs in the amount of \$256,004.15, authorized under Lease Amendment No. 3, have been previously invoiced and paid to the Lessor.

The remaining balance of \$1,013,505.09 [\$1,814,159.63 (Total TI and BSAC Cost) – \$497,053.39 (TI amortized) – \$47,597.00 (BSAC amount amortized) - \$256,004.15 (LA2 amount paid) = \$1,013,505.09] will be paid by lump-sum, upon the completion and acceptance by the Government of the TIs and BSAC.

Upon completion, inspection, and acceptance of the work by the authorized GSA representative, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,013,505.09 upon receipt of an original invoice. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS0032623** 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 Project Manager electronically at toni.bezio@gsa.gov or the invoice may be mailed to the following address:

General Services Administration
ATTN: Toni Bezio
 819 Taylor St, Room 11A01
 Fort Worth, TX 76102
 817-978-0607

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

INITIALS:  LESSOR &  GOV'T