

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07P-LNM17223
ADDRESS OF PREMISES: 1208 Arcineiga Drive Clovis, NM 88101-3801	PDN Number: PS0030832

THIS AMENDMENT is made and entered into between BC Investments LLC

whose address is: 930 Wilhite Rd
Clovis, NM 88101

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

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

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 Government execution, as follows:

- 1) To delete and replace Paragraph 4.01J of the Lease
- 2) To provide a Notice to Proceed; and
- 3) To establish the Tenant Improvements (TIs) and Security cost; and
- 4) To provide provisions for the payment of the TI and security costs.

This Lease Amendment contains 25 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:

Title:

Entity Name:

Date:


OWNER
BC INVESTMENTS, LLC
2 FEB 2015


FOR THE GOVERNMENT:

Signature:

Name:

Title:

Date:


GSA, Public Buildings Service,
February 3, 2015


WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:


2 FEB 2015

1.) Paragraph 4.01J of the Lease is deleted in its entirety and replaced with the following:

Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **one hundred twenty (120) Working Days** following issuance of NTP.

- 2.) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion and acceptance by the Government is within 120 working days from issuance of the Notice to Proceed.
- 3.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid is fair and reasonable at a total cost not to exceed \$214,229.60, inclusive of all management and architectural fees.

The Lessor and the Government have also agreed that the approved costs of the Security items are not to exceed \$3,408.00. The security 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 security work by the anticipated date of completion.

- 4.) Upon completion, inspection, and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$200,838.00 over the first five years of the term at an interest rate of 5.5%. The remaining balance of the total costs of the Tenant Improvements is \$13,391.60 (TI total cost of \$214,229.60– TI allowance of \$200,838.00) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment 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 by the anticipated date of completion.

Upon completion, inspection, and acceptance of the space, the Government shall pay for the total TI allowance overage cost via lump-sum payment of \$13,391.60. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the security items by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent and lease commencement date.

Upon acceptance of the TIs by the Government, the Lessor may submit for payment of the lump-sum payment. 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 items delivered. The invoice shall reference the number **PS0030832** 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 at FW-PaymentSearch.finance@gsa.gov.

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)
PO Box 17181
Fort Worth, TX 76102-0181

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

General Services Administration
Attn: Me'Chaeta Buford
819 Taylor Street, Rm 11B
Fort Worth, TX 76102

INITIALS:


LESSOR

&


GOV'T