

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>34 mkk/ef</u>
	TO LEASE NO. GS-07B-16900
ADDRESS OF PREMISES 102 Ripley Mountainair, NM 87036	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **CASEY LUNA**
Luna Family Trust mkk/ef
 whose address is: [REDACTED]

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 upon execution by the Government as follows:

- 1.) To discontinue use of the Supplemental Lease Agreement form; and
- 2.) To provide for a Notice to Proceed for Change Order Proposals #001A, #001B and #004 and provide for an anticipated date of completion; and
- 3.) To change the total cost of the Tenant Improvements and Building Specific Amortized Capital (BSAC); and
- 4.) To provide for the method of payment of the total Tenant Improvement cost; and
- 5.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 11 pages (Including Exhibit "A").

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

FOR THE LESSOR:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 Entity Name: [REDACTED]
 Date: [REDACTED]

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: Marshall K. Krause
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 7PRA
 819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18
 Date: 7/11/13

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Robin Neal
 Title: _____
 Date: 6/28/13

- 1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- 2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in Change Order Proposals (C/O) #001A, #001B and #004; all of which are depicted in Exhibit "A" (9 Pages). The total cost of C/O #001A, C/O #001B and C/O #004 is **\$2,554.32**. The anticipated date of completion of all the Tenant Improvements (TI) is July 22, 2013.
- 3.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements change from **\$273,150.29**, which includes \$3,450.00 for Building Specific Amortized Capital (BSAC) to **\$275,704.61** [$\$273,150.29 + \text{[REDACTED]} (C/O \#001A) + \text{[REDACTED]} (C/O \#001B) + \text{[REDACTED]} (C/O \#004) = \$275,704.61$]. The Tenant Improvements 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 costs covered by Change Order Proposals 001A and 001B by the anticipated date of completion.
- 4.) The Government will pay for a portion of the total Tenant Improvement Cost minus BSAC by amortizing of \$269,700.29 over the first ten (10) years of the term, monthly, at an interest rate of 8.00%. The Lessor shall amortize the BSAC amount of \$3,450.00 over the first ten (10) years of the term, monthly, at an interest rate of 0.00%. The remaining balance of \$2,554.32 [$\$275,704.61 (Total TI) - \$269,700.29 (TI) - \$3,450.00 (BSAC) = \$2,554.32$] shall be paid by lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements.

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

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

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 0027163** 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: Kelly Krumm
 819 Taylor Street, Rm. 5A18
 Fort Worth, TX 76102

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

INITIALS: cl. LESSOR & mm GOVT