

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE 6/28/2012
	TO LEASE NO. GS-07B-16915	

ADDRESS OF PREMISES: 1701 Columbus Drive, 1st Floor, Deming, NM 88030-6724

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 agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on June 26, 2012 as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the method of payment of the Tenant Improvements, excluding Building Specific Amortized Capital ;and
- 4.) All other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

Lessor: **Gunter-Lewis Enterprises, LTD.**

[Redacted Signature]

GENERAL PARTNER
Title

Beverly Lewis
Printed Name

[Redacted Signature]

CHRISTY H. LEWIS
Printed Name

[Redacted Signature]

UNITED STATES OF AMERICA

[Redacted Signature]

General Services Administration
819 Taylor St., 5A18
Fort Worth, Texas 76102
Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #3
9NM2108
1701 Columbus Drive, 1st Floor
Deming, NM. 88030-6724

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements (except for work required for the Building Specific Amortized Capital - (BSAC). The total work, including the BSAC, is depicted on the Construction Drawings created by Sixty-First Place Architects, LTD submitted March 22, 2012 (dated March 16, 2012). The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings" when compared to the Government approved Design Intent Drawings.

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed to construct the improvements, not the BSAC. The anticipated date of completion and acceptance by the Government is on or before December 21, 2012, at which time a Certificate of Occupancy is to be provided by the Lessor to the Government.

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements, excluding the BSAC, is **\$1,193,553.70**. The total Tenant Improvement 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 Tenant Improvements.

The GSA Contracting Officer must approve any changes of the Construction Drawings, which result in a financial adjustment of any type, in writing.

A portion of the total Tenant Improvement costs, **\$280,355.19**, shall be amortized over the first ten (10) years firm term of the lease agreement at an interest rate of seven and quarter percent (7.25%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is **\$39,496.79** paid monthly in arrears in the amount of **\$3,291.40**.

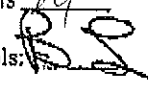
The remaining balance of the total cost of the Tenant Improvements is **\$913,198.51** [**\$1,193,553.70** - **\$280,355.19**] including associated carrying cost of **\$17,000.00** shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements, excluding Building Specific Amortized Capital (BSAC).

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-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

Gov't Initials: 

Lessor Initials: 

Supplemental Lease Agreement #3
9NM2108

1701 Columbus Drive, 1st Floor
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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 Day
819 Taylor Street, Rm. 5A18
Fort Worth, TX 76102

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) shall be established by a subsequent Supplemental Lease Agreement.

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

Gov't Initials



Lessor Initials:

