GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9	
LEASE AMENDMENT	TO LEASE NO. GS-07B-16915	
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 March 20, 2013 as follows:

- 1.) To provide a Notice to Proceed and to provide for a credit adjustment; and
- 2) To change the total cost of the Tenant Improvements; and
- 3.) To provide for the method of payment of the Tenant Improvements and Building Specific Security (BSS); and
- 4.) All other terms and conditions are in full force and effect.

See Attached

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: Gunter-Lewis Enterprises, LTD	FOR THE GOVE
Title: <u>Crewenal Paption</u>	Signature:  Name: Don \ Title: Lease Contracting Officer
Date: H-12-2013	GSA, Public Buildings Service, 7PRA 819 Taylor St., Ft. Worth, Texas 76102,Rm. 5A18 Date: 4/15/13

WITNESS	
Signature: Name:	
Title:	MANAGER I FAMILIE OF THE INC.
Date:	4-12-2013

1) 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 and Tenant Improvements as depicted and according to the Main Building Floor Plan CO-4 created by Sixty First Place Architects, LTD dated December 11, 2012 (Submitted March 20, 2013) and the Revised Change Order (C/O) Proposal #4 dated March 20, 2013 for Building Specific Security work which includes a credit adjustment of (\$1,008.06) for overestimated plumbing improvements totaling \$100,087.23 [\$101,095.29 (BSS) - \$1,008.06 (Credit) = \$100,087.23]; which is depicted in the attached Exhibit "A".

The total cost of the Tenant Improvements and Building Specific Security (BSS) is \$1,437,645.09 [\$1,193,553.70 (Tenant Improvement Cost) + \$244,091.39 (BSS) \$17,679.38 + \$107,209.76 + \$19,115.02 + \$100,087.23) = \$1,437,645.09]. The anticipated date of completion of all the Tenant Improvements and BSS is April 11, 2013.

- 2) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSS shall change from \$1,438,653.15 to \$1,437,645.09. 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.
- 3) 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 \$978,080.14 [\$1,437,645.09 \$459,564.95 = \$978,080.14] 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 \$978,080.14, 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 <a href="http://www.finance.gsa.gov/defaultexternal.asp">http://www.finance.gsa.gov/defaultexternal.asp</a>. 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

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.

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

INITIALS:

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