

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE <u>8/10/2011</u>
	TO LEASE NO. GS-07B-16968	

ADDRESS OF PREMISES: 1997 Highway 54 S
Alamogordo, NM 88130

THIS AGREEMENT, made and entered into this date by and between. S & J Development Company, LLC whose address is 100 Redbud LN, Atoka, OK 74525-3621

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

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

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Government's percentage of occupancy; and
- 6.) establish the reduction amount for vacant space; and
- 7.) to provide for the payment of the Tenant Improvements; and
- 8.) 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.

[Redacted Signature]

Manager
Title

SARAH JANE SHEFFIELD

Printed Name

[Redacted Signature]

[Redacted Address]

(Address)

ROBERT D. LEWIS

Printed Name

[Redacted City, State, Zip]

City, State, Zip

[Redacted Signature]

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

Supplemental Lease Agreement No. 1
LNM16968
1997 Highway 54 S
Alamogordo, New Mexico 88130

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on August 1st, 2011. The Lessor and the Government agree that the requirements specifically identified in Attachment A of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 60 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Attachment A of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The commencement date of the rental shall be August 1, 2011 and shall expire on July 31, 2021.

3.) The office space square footage shall be 8,103 rentable square feet yielding 8,103 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From August 1, 2011 through July 31, 2016 the total annual rental shall be \$180,709.81 at the rate of \$15,059.15 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$113,036.85, annual Operating Costs of \$60,772.50 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$6,900.46.

From August 1, 2016 through July 31, 2021 the total annual rent shall be \$173,809.35. The total annual rent consists of Shell Rent of \$113,036.85 and Operating Costs of \$60,772.50 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 100% (8,103 Rentable Square Footage, (RSF) / 8,103 RSF) and the new Base Year for taxes shall be the taxes in the year of 2011.

6.) The Government's adjustment of vacant space shall be a reduction of \$3.00/ABOA .

7.) The total cost of the Tenant Improvements is \$28,360.00 and shall be amortized monthly into the rent at the rate of eight percent (8%) over the first five (5) years of the lease as stated in paragraph 4 above.

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

Gov't Initials



Lessor Initials:

