

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17175
ADDRESS OF PREMISES 2945 Rodeo Drive Santa Fe, NM 87505-6312	PDN Number: PS0027902

THIS AMENDMENT is made and entered into between 86th STREET ASSOCIATES, LLC c/o PHASE ONE REALTY, INC whose address is: 2011 Botolph Road Santa Fe, NM 87505-4777

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

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to issue NTP with Tenant Improvements, to document the total Tenant Improvements amount, and to provide for payment of Tenant Improvements.

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 execution by the Government as follows:

- 1) To provide for a Notice to Proceed for construction of Tenant Improvements (TI) and provide for an anticipated date of completion; and
- 2) To document the total cost of the Tenant Improvements; and
- 3) To provide for the method of payment of the total Tenant Improvement; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.


This Lease Amendment contains 7 pages (Includes Exhibit A).

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:


86th STREET ASSOCIATES, LLC
c/o PHASE ONE REALTY, INC.

Signature: 
Name: Doug Roberti
Title: Property Manager
Entity Name: Phase One Realty LLC
Date: 20 Dec 2013

FOR THE GOVERNMENT:

Signature: 
Name: Anthony D. ...
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/6/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Martha ...
Title: Office Manager
Date: 12-20-13

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of Tenant Improvements (TI); all of which are depicted in Exhibit "A" (5 Pages). The total cost of the Tenant Improvements is **\$16,227.20**. The anticipated date of completion of all the Tenant Improvements (TI) is December XX, 2013.

2.) The Government and the Lessor have agreed that the total cost of the TI is \$16,227.20. The TI cost includes all the Lessor's fees for general and administrative costs, profit, A/E fees and any and all other fees associated with the completion of the TI by the anticipated date of completion.

3.) The Government shall pay the total TI cost of **\$16,227.20** 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 TI and the acceptance thereof by the Government, the rent commencement date and the rent schedule (if required) shall be established by a separate Lease Amendment. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, the Lessor may then submit for 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 PS0027902** 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 Project Manager at the following address:

General Services Administration
ATTN: Me'Chaela Buford
819 Taylor St, Room 5A18
Fort Worth, TX 76102
817.978.3292

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

INITIALS:


LESSOR

&


GOV'T