GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07B-17602 LEASE AMENDMENT ADDRESS OF PREMISES 315 N. Canal St. Carlsbad, NM 88220 Carlsbad, NM 88220

THIS AMENDMENT is	made and entered into between	
whose address is:		

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

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

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 Government execution, as follows:

- 1) To provide a Notice to Proceed; and
- 2) To establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC); and
- 3) To provide provisions for the payment of the TI and BSAC costs.

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:	FOR THE C	GOVERNMENT:
Signature: Name:	Signature: Name:	оонн онаууано
Title: Owner	Title:	Lease Contracting Officer
Entity Name: N/A		GSA, Public Buildings Service,
Date: $(e - 1)(e - 1)$	Date:	6-17-14
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WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	Debyo L Walkey
Title:	Viceptionist
Date:	6-16-14

- 1.) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion and acceptance by the Government is September 8, 2014.
- 2.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid is fair and reasonable at a total cost not to exceed \$285,421.60, inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$41,300.00. The BSAC 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 BSAC work by the anticipated date of completion.
- 3.) Upon completion, inspection, and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$93,716.86 over the first five years of the term at an interest rate of 8.0%. The remaining balance of the total costs of the Tenant Improvements is \$191,704.74 (TI total cost of \$285,421.60 TI allowance of \$93,716.86) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment 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 by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered. The invoice shall reference the number PS0029180 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 Lease Contracting Officer at the following address:

General Services Administration Attn: John Chaggaris 819 Taylor Street, Room 11A-133 Fort Worth, TX 76102-0181

INITIALS: CLESTOR & GOV'T

Lease Amendment Form 12/12