

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 10 <span style="float: right;">✓</span>
<b>LEASE AMENDMENT</b>	TO LEASE NO. GS-07B-16915
ADDRESS OF PREMISES 1701 Columbus Drive, 1 <sup>st</sup> Floor, Deming, NM 88030-6724	PDN Number: PS-0023778

~~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 June 28, 2013 as follows:

- 1) To document changes to the annual rent; and
- 2) To provide a Notice to Proceed for Change Order (C/O) Proposal #5 and provide for an anticipated date of completion; and
- 3) To change the total cost of the Tenant Improvements; and
- 4) To provide for the method of payment of the Tenant Improvements and Building Specific Security (BSS); and
- 5) To document changes to the Broker Commission and Commission Credit; and
- 6) All other terms and conditions are in full force and effect.

*See Attached*

This Lease Amendment contains **3** 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~~

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Partner  
Entity Name: Gunter-Lewis Partnership Ltd  
Date: 7-26-2013

FOR THE GOVERNMENT

Signature: \_\_\_\_\_  
Name: Don W  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 7PRA  
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18  
Date: 8/7/2013

WITNESSED FOR

Signature: \_\_\_\_\_  
Name: B  
Title: Associate  
Date: 7-26-2013

- 1) The Government shall pay the Lessor annual rent as follows:

From December 3, 2012 through June 27, 2013, the total annual rental shall be \$310,509.23 at the rate of \$25,875.77 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$200,465.15, annual Operating Costs of \$45,300.00 plus annual Operating Cost adjustments, and annual amortized Tenant Improvement Costs and Building Specific Amortized Capital (BSAC) cost of \$64,744.08 at the rate of \$5,395.34 per month paid in arrears:

From June 28, 2013 through December 2, 2022, the total annual rental shall be \$311,514.13 at the rate of \$25,959.51 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$200,465.15, annual Operating Costs of \$45,300.00 plus annual Operating Cost adjustments, and annual amortized Tenant Improvement Costs and Building Specific Amortized Capital (BSAC) cost of \$65,748.98 at the rate of \$5,479.08 per month paid in arrears.

From December 3, 2022 through December 2, 2027, the total annual rent shall be \$219,002.80 at the rate of \$18,250.23 paid monthly in arrears. The total annual rent consists of Shell Rent of \$173,702.80 and Operating Costs of \$45,300.00 plus annual Operating Cost adjustments. **There are no annual Tenant Improvement and BSAC Costs.**

- 2) 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 as depicted and according to the Change Order (C/O) Proposal #5 dated May 30, 2013 for a total of \$6,843.22; which is depicted in the attached Exhibit "A".

The total cost of the Tenant Improvements and Building Specific Security (BSS) is \$1,444,488.31 [\$1,193,553.70 (Tenant Improvement Cost) + \$250,934.61 (BSS) \$17,679.38 + \$107,209.76 + \$19,115.02 + \$100,087.23 + \$6,843.22) = \$1,444,488.31]. The anticipated date of completion of all the Tenant Improvements and BSS is June 28, 2013.

- 3) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSS shall change from \$1,437,645.09 to \$1,444,488.31. 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.

- 4) 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 \$186,052.98 [\$107,209.76 + \$72,000.00 + \$6,843.22 = \$186,052.98] 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 \$466,408.17 [\$280,355.19 (Tenant Improvement Allowance) + \$107,209.76 (BSAC) + \$72,000.00 (BSAC) + \$6,843.22 (BSAC) = \$466,408.17]. The remaining balance of \$978,080.14 [\$1,444,488.31 - \$466,408.17 = \$978,080.14] shall be paid to the Lessor in a Lump-Sum Payment (Reference Lease Amendment No. 9).

- 5) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

INITIALS:     *Rj*     &     *al*      
LESSOR & GOV'T

First Month's Rental Payment of \$25,875.77 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$25,875.77 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month Rent.

Seventh Month's Rental Payment of \$25,959.51 minus the remaining Commission Credit [REDACTED] equals [REDACTED] as the adjusted Seventh Month Rent.

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

INITIALS:     *BJP*     &     *HL*      
LESSOR & GOV'T