LEASE AMENDMENT No. 1
TO LEASE NO. GS-07P-LTX17165

PDN Number: PS0031034

ADDRESS OF PREMISES:
2717 Terrell Road
Greenville, Texas 75402-7302

THIS AMENDMENT is made and entered into between Seven Properties, LLP
whose address is: 4808 Jefferson NE
Albuquerque, New Mexico, 87109-2103
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) Revised the parking paragraph 1.02 A.
2) To provide a Notice to Proceed; and
3) To establish the Tenant Improvements (TIs) and Security cost; and
4) To provide provisions for the payment of the TI and security costs.

This Lease Amendment contains 3 pages.

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

FOR THE GOVERNMENT:
MECHAELA BUFORD
Signature: ____________________________
Name: Me’Chaela Buford
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: February 5, 2015

WITNESSED FOR THE LESSOR BY:

Signature: ____________________________
Name: ____________________________
Title: Administrative Assistant
Date: February 4, 2015
1.) Paragraph 1.02 A. ONLY is hereby deleted and replaced with the following:

A. Parking: Thirty-seven (37) parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which two (2) shall be marked as RESERVED parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

2.) 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 within 90 working days from issuance of the Notice to Proceed.

The Lessor and the Government have also agreed that the approved costs of the Security items are not to exceed $11,290.27. The security 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 security work by the anticipated date of completion and will be paid for via lump sum payment.

3.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid and BSAC costs are fair and reasonable at a total cost not to exceed $273,899.47, inclusive of all management and architectural fees.

4.) Upon completion, inspection, and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing $235,939.78 over the first Five (5) years of the term at an interest rate of 6.5%. The remaining balance of $26,629.42 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 approved Construction Drawings. 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.

Upon completion, inspection, and acceptance of the space, the Government shall pay for the total security cost via lump-sum payment of $11,290.27. 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 security items by the anticipated date of completion.

Total lump sum payment for Tenant Improvements and BSAC cost combined is $37,929.69.

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

Upon acceptance of the TIs 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 PS0031034 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

INITIALS:  
LESSOR  
&  
GOVT

Lease Amendment Form 12/12
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: Me'Chaela Buford
819 Taylor Street, Room 11B
Fort Worth, TX 76102
Mechaela.buford@gsa.gov