GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 1	
LEASE	AMENDMENT	TO LEASE NO. GS-07B-17100	
ADDRESS OF PREMISES	Las Cruces Tower 506 Main Street Suites 500 and 450 Las Cruces, NM 88001-1207	PDN Number. N/A	

THIS AMENDMENT is made and entered into between Las Cruces Tower LLLP

whose address is: 1155 S. Telshor Blvd., Suite 100

Las Cruces, NM 88011

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

WHEREAS, the parties hereto desire to amend the above Lease issued to increase the parking by one (1) additional parking space and to correct the Lease commencement date in the rent schedule.

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 June 20, 2013, as follows:

Section 1.02 Express Appurtenant Rights (SEPT 2011), of the Lease GSA From L202, is deleted in its entirety and replaced with the following:

## 1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. <u>Parking</u>: 5 parking spaces as depicted on the plan attached hereto as Exhibit B of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 5 shall be surface 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.

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 GOVERNMENT:

Signature: Name: Title: Entity Name: Date:	MANAJEY MANAJEY LAS Cruces Tower LLLP Aug 2, 2013	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Leasing Division Date: <u>8/5/2013</u>	
WITNESSED	FOR THE LESSOR BY:		
Signature: Name: Title: Date:	Avaust 2/2017		

Lease Amendment Form 12/12

B. <u>Antennas, Satellite Dishes, and Related Transmission Devices</u>: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

Section 1.03 Rent and Other Consideration (Succeeding) (SEPT 2011) of the Lease GSA From L202, is deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (Succeeding) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	6/20/13 - 6/19/18		6/20/18 - 6/19/23	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$104,083.35	\$ 8.33	\$113,454.60	\$ 9.08
Tenant Improvements rent	\$ 10,339.00	\$ 0.83 <sup>3</sup>	\$ 0.00	\$ 0.00
Operating Costs	\$ 78,079.38	\$ 6.25	\$ 78,079.38	\$ 6.25
Building Specific Security <sup>2</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Annual Rent	\$192,501.73	\$ 15.41	\$191,533.98	\$ 15.33

<sup>1</sup>The Tenant Improvements of \$51,695.00 are amortized at a rate of 0 percent per annum over 5 years. <sup>2</sup>Building Specific Security Costs are amortized at a rate of X percent per annum over XX years. <sup>3</sup>Rates may be rounded.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- 1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this
  Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit
  fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

INITIALS:

Lease Amendment Form 12/12