

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17173
ADDRESS OF PREMISES WASHINGTON FEDERAL BUILDING 300 PENNSYLVANIA AVENUE ROSWELL, NM 88201	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

WASHINGTON FEDERAL

whose address is: c/o Washington Federal
425 Pike Street
Seattle, WA 98101

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

WHEREAS, the parties hereto desire to amend the above Lease to revise the terms in Section 7.

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 of the Government as follows:

1. Revise Section 7 to include 5 months of free shell rent and recapture the Commission Credit.

(See attached)

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:

Name: Wash [Redacted]
 Signature: [Redacted]
 Name: [Redacted]
 Title: SVP
 Entity Name: WASHINGTON FEDERAL
 Date: 6/20/13

FOR THE GOVERNMENT:

[Redacted]
 Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: [Redacted]
 Title: Real Estate Admin
 Date: 6/20/13

Handwritten mark

1.) The following is hereby added to Section 7:

7.05 FREE SHELL RENT, BROKER COMMISSION AND COMMISSION CREDIT

A. Lessor will provide five (5) months of free Shell Rent, equivalent to \$21,037.35 (\$50,489.60 annual shell / 12 months = \$4,207.47 x 5 months = \$21,037.35), to be taken in five (5) equal monthly amounts of \$4,207.47 at the beginning of the lease term. The total rental payment due and owing under this Lease shall be reduced by the shell rental payment beginning with the first full month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$8,687.29** minus Free Shell Rent of **\$4,207.47** equals **\$4,479.82** adjusted **1st** full Month's Rent.

Month 2 Rental Payment **\$8,687.29** minus Free Shell Rent of **\$4,207.47** equals **\$4,479.82** adjusted **2nd** full Month's Rent.

Month 3 Rental Payment **\$8,687.29** minus Free Shell Rent of **\$4,207.47** equals **\$4,479.82** adjusted **3rd** full Month's Rent.

Month 4 Rental Payment **\$8,687.29** minus Free Shell Rent of **\$4,207.47** equals **\$4,479.82** adjusted **4th** full Month's Rent.

Month 5 Rental Payment **\$8,687.29** minus Free Shell Rent of **\$4,207.47** equals **\$4,479.82** adjusted **5th** full Month's Rent.

B. **STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **STUDLEY, INC.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the sixth month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

C. The shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of sixth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 6 Rental Payment **\$8,688.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **6th** full Month's Rent.

Month 7 Rental Payment **\$8,688.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **7th** full Month's Rent.

Month 8 Rental Payment **\$8,688.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **8th** full Month's Rent.

Month 9 Rental Payment **\$8,688.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **9th** full Month's Rent.

Month 10 Rental Payment **\$8,688.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **10th** full Month's Rent.

INITIALS: KS & _____
LESSOR GOVT