

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 13
LEASE AMENDMENT	TO LEASE NO. GS-07P-LNM17308
ADDRESS OF PREMISES 2509 N. TELSHOR BLVD. LAS CRUCES, NM 88011	PDN Number: N/A

THIS AMENDMENT is made and entered into between John and Karen Curry Enterprises LLC,
whose address is: 2511 N. Telshor Blvd., 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 to 1) accept the tenant improvements as completed, 2) establish the commencement date of the lease, 3) establish the square footages of the space, 4) provide the annual rental amounts, 5) restate the broker commission, 6) restate the percentage of occupancy, and 7) restate the operating cost base.

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 by the Government as follows:

- 1) The Tenant Improvements (TIs) for the Expansion Area depicted in Exhibit B have been completed and the Government accepts the leased premise as of 10/25/16.
- 2) The commencement date of the rental for the Expansion Area shall be 10/25/16 and shall expire on 8/16/28, subject to the termination rights set forth in the lease.
- 3) The leased premise (Original Space plus Expansion Area) square footage is 17,072 Rentable Square Feet (RSF) yielding 15,484 ANSI/BOMA Office Area (ABOA) and a common area factor of 10.26% (17,072 RSF / 15,484 ABOA SF = 1.102557 CAF) plus 4 structured and 39 surface parking spaces.
- 4) Lease section 1.03, Rent and Other Consideration (SEP 2013), paragraph A, is deleted and replaced with the following:
 - A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

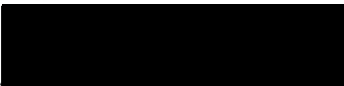
This Lease Amendment contains 2 pages.


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.

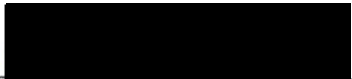
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Name: John Curry
 Title: Managing Member
 Entity Name: John and Karen Curry Enterprises LLC
 Date: October 27, 2016

Signature: 
 Name: Nancy Lopez
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11-08-2016

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Corina M. Kinnerup
 Title: Property Manager
 Date: October 27, 2016

	FIRM TERM (YEARS 1-7)	NON FIRM TERM (YEARS 8-12)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$266,679.57	\$307,602.45
TENANT IMPROVEMENTS RENT ²	\$96,594.84	\$0.00
OPERATING COSTS ³	\$121,819.58	\$121,819.58
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$8,343.88	\$0.00
TOTAL ANNUAL RENT	\$493,437.87	\$429,422.03

¹Shell rent calculation:

(Firm Term) \$15.620875 per RSF multiplied by 17,072 RSF

(Non Firm Term) \$18.017950 per RSF multiplied by 17,072 RSF

²The Tenant Improvement Allowance of \$551,017.647341 is amortized at a rate of 6 percent per annum over 7 years.

³Operating Costs rent calculation: \$7.135636 per RSF multiplied by 17,072 RSF

⁴Building Specific Amortized Capital (BSAC) of \$47,597.00 are amortized at a rate of 6 percent per annum over 7 years

- 5) The total commission, including the expansion area, is [REDACTED]. The Commission and Commission credit are as follows:

A. Savills 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 Savills 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 first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$41,119.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$41,119.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

Month 3 Rental Payment \$41,119.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.*

Month 4 Rental Payment \$41,119.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

- 6) In accordance with Lease section 1.13, Percentage of Occupancy for Tax Adjustment, the percentage of occupancy is 73.48% and is derived by dividing the total Government Space of 17,072 RSF by the total Building space of 23,235 RSF.
- 7) In accordance with Lease section 1.15, Operating Cost Base, the Lessor's base rate for operating costs shall be [REDACTED] per RSF (\$121,819.58/annum).

INITIALS:

JC
LESSOR

&

MS
GOVT