

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 TO LEASE NO. GS-07P-LNM17383
ADDRESS OF PREMISES 1800 MARQUESS STREET LAS CRUCES, NM 88005	PDN Number: PS0034082

THIS AMENDMENT, made and entered into this date by and between WHITFIELD PROPERTIES, INC.
whose address is: 4709 Rosinante
El Paso, TX 79922

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

WHEREAS, the parties hereto desire to amend the above Lease establish beneficial occupancy and rent commencement, restate the full service rent tables, update the commission and commission credit, and set a termination date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2017, as follows:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **September 1, 2017 thru August 31, 2037**, as required by this lease for the term

Twenty (20) Years Full, Fifteen (15) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 4 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:

Signature: _____

Name: Susan W. Drewry

Title: President

Entity Name: Whitfield Properties, Inc.

Date: August 24, 2017

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 09/29/17

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Larry Dorbandt

Title: Managing Member, Dorbandt Realty, LLC

Date: August 24, 2017

1.01 THE PREMISES (JUN 2012) The Premises are described as follows:**A. Office, Warehouse and Related Space:**

1. Office Space: 23,338 rentable square feet (RSF), yielding 22,008 ANSI BOMA Office Area (ABOA) square feet of Office space.
2. Warehouse Space: 8,373 rentable square feet (RSF) yielding 8,373 usable square feet (USF) of Warehouse space; located on the first (1st) floor of the Building, as depicted on the floor plan(s) attached hereto as EXHIBIT B.
3. 70,000 square feet (SF) of secured wareyard space (as depicted on the site plan(s) attached hereto as EXHIBIT C, shall be provided to the Government at no additional cost and shall not be included in the total square footage of the Lease.

B. Common Area Factor: The Common Area Factors (CAF) are established as:

1. Office Space: 1.060433% (23,338 RSF + 22,008 ABOA)
2. Warehouse Space: 1.00% (8,373 RSF + 8,373 USF)

These factors, which represent the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears at the following rates:****1. Office Rent:**

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
TENANT IMPROVEMENT RENT ¹	\$67,858.54	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$18,689.66	\$0.00
SHELL RENT	\$385,576.66	\$449,816.84
OPERATING COSTS	\$51,443.37	\$51,443.37
TOTAL ANNUAL RENT	\$523,568.23	\$501,260.21

¹The Tenant Improvement Allowance of \$980,447.49 is amortized at a rate of 0.50% (percent) per annum over 15 years.

²The Building Specific Amortized Capital (BSAC) of \$270,035.71 is amortized at a rate of 0.50% (percent) per annum over 15 years.

INITIALS:


LESSOR

&


GOV'T

2. Warehouse Rent:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
TENANT IMPROVEMENT RENT ¹	\$3,969.74	\$0.00
SHELL RENT	\$39,856.43	\$43,852.45
OPERATING COSTS	\$18,457.02	\$18,457.02
TOTAL ANNUAL RENT	\$62,283.19	\$62,309.47

¹The Tenant Improvement Allowance of \$57,356.42 is amortized at a rate of 0.50% (percent) per annum over 15 years.

3. Blended Office and Warehouse Rent:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
TENANT IMPROVEMENT RENT ¹	\$71,828.28	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$18,689.66	\$0.00
SHELL RENT	\$425,433.09	\$493,669.29
OPERATING COSTS	\$69,900.39	\$69,900.39
TOTAL ANNUAL RENT	\$585,851.42	\$563,569.68

¹The Tenant Improvement Allowance of \$1,037,803.91 is amortized at a rate of 0.50% (percent) per annum over 15 years.

²The Building Specific Amortized Capital (BSAC) of \$270,035.71 is amortized at a rate of 0.50% (percent) per annum over 15 years

1.04 **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE, 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 CBRE, 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 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 with 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

The total commission credit for both the Office space and the warehouse of [REDACTED] shall be credited as follows:

Month 1 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent. •

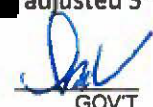
Month 2 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent. •

Month 3 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd

INITIALS:


LESSOR

&


GOVT

Month's Rent. •

Month 4 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent. •

Month 5 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent. •

Month 6 Full Rental Payment \$48,820.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

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

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after August 31, 2032, by providing not less than ninety (90) days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS:


LESSOR

&


GOV'T