

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17173
LEASE AMENDMENT	
ADDRESS OF PREMISES WASHINGTON FEDERAL BUILDING 300 PENNSYLVANIA AVENUE ROSWELL, NM 88201	PDN Number: N/A

THIS AMENDMENT is made and entered into between

WASHINGTON FEDERAL

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

1. To accept the Tenant Improvements as substantially complete; and
2. Establish the Commencement Date of the lease rental payments; and
3. Establish the square footages of the leased space; and
4. Provide the annual rental amounts; and
5. To state the Free Shell Rent Credit; and
6. To state the Broker Commission and the Commission Credit.

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 have been substantially completed and the government accepts the leased space on May 21, 2014.
2. The Commencement Date of the rental shall be May 21, 2014 and shall expire on May 20, 2034, subject to the termination rights set forth in the lease.

This Lease Amendment contains 3 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: Keith Taylor
Title: Senior Vice President
Entity Name: Washington Federal
Date: 6/4/14

FOR THE G

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 6/4/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: SIC INFRASTRUCTURE MGR
Date: 6/4/14

3. The leased premise square footage shall be 5,635 Rentable Square Feet (RSF) yielding 4,900 ANSI/BOMA Office Area (ABOA).
4. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-10	YEARS 11-20
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$50,489.60	\$61,252.45
TENANT IMPROVEMENTS RENT ²	\$27,104.35	\$0.00
OPERATING COSTS ³	\$23,159.85	\$27,386.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$3,511.80	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$104,265.60	\$88,638.55

¹Shell rent calculation:

(Years 1-10) \$8.96 per RSF multiplied by 5,635 RSF

(Years 11-20) \$10.87 per RSF multiplied by 5,635 RSF

²The Tenant Improvement Allowance of \$203,448.54 is amortized at a rate of 6 percent per annum over 10 years.

³Operating Costs rent calculation: \$4.11 per RSF multiplied by 5,635 RSF for years 1-10 and \$4.86 per RSF multiplied by 5,635 RSF for years 11-20

⁴Building Specific Amortized Capital (BSAC) of \$26,360 are amortized at a rate of 6 percent per annum over 10 years

5. 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 \$8,688.80 minus Free Shell Rent of \$4,207.47 equals \$4,481.33 adjusted 1st full Month's Rent.

Month 2 Rental Payment \$8,688.80 minus Free Shell Rent of \$4,207.47 equals \$4,481.33 adjusted 2nd full Month's Rent.

Month 3 Rental Payment \$8,688.80 minus Free Shell Rent of \$4,207.47 equals \$4,481.33 adjusted 3rd full Month's Rent.

Month 4 Rental Payment \$8,688.80 minus Free Shell Rent of \$4,207.47 equals \$4,481.33 adjusted 4th full Month's Rent.

Month 5 Rental Payment \$8,688.80 minus Free Shell Rent of \$4,207.47 equals \$4,481.33 adjusted 5th full Month's Rent.

6. **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.

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 in the sixth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS:

KE
LESSOR

&

[Signature]
GOVT

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:

AK
LESSOR

&

[Signature]
GOVT