

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LNM17422
ADDRESS OF PREMISES: 3300 J Street Deming, New Mexico 88030-9998	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between UIRC-GSA Deming, NM, LLC.

whose address is: 15700 West 103<sup>rd</sup>. Street, Suite 100, Lemont, Illinois 60439-9610

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

WHEREAS, the parties hereto desire to amend the above, Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date the signatures hereof by both parties and delivered, as follows:

- 1.) To accept the existing Tenant Improvements; 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.) Establish the Governments Percentage of Occupancy and Base Year of Taxes; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) Establish that the Government acknowledges that this facility requires above standard operating and above standard Over time HVAC which are considered "Extra Services"; and
- 10.) All other terms and conditions are in full force and effect.

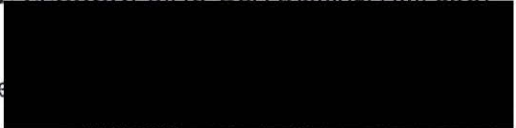
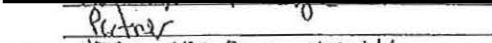
This Lease Amendment contains 3 pages.

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: UIRC-GSA Deming, NM, LLC.

FOR THE GOVERNMENT

Signature:   
Name:   
Title: Partner  
Entity Name: UIRC-GSA Deming NM, LLC  
Date: 8/11/15

Signature:   
Name: Don W  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 819 Taylor St., Room 11B  
Fort Worth, TX 76102-6124  
Date: 9/10/2015

WITNESSED FOR THE LESSOR BY:

Signature:   
Name:   
Title:   
Date: 8/11/15



1.) Unless otherwise noted, the Government accepts the Premises and existing Tenant Improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease on August 22, 2015. These standards include security improvements, Fire Protection and Life Safety requirements, Architectural Barriers Act Accessibility Standard- ABAAS compliance, as well as compliance, with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve the Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. As set forth in Lease paragraphs and attached General Clauses.

2.) The Commencement Date of the rental shall be August 22, 2015 and shall expire on August 21, 2025, subject to the termination rights set forth in the lease.

3.) The leased premise square footage shall be 55,912 Rentable Square Feet (RSF) yielding 53,058 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From August 22, 2015 through August 21, 2025, the total annual rent shall be \$1,557,695.04 at the rate of \$129,807.92 paid monthly in arrears. The total annual rent consists of Shell Rent of \$1,188,183.04 and Standard Operating Costs of \$369,512.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or Building Specific Amortized Capital (BSAC) costs.

5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (55,912 RSF/55,912 RSF) and the new Base Year for taxes shall be the taxes in the year of 2016.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$8.19 per ABOA.

7.) In accordance with the lease paragraph 1.13 entitled "Operating Cost Base," the escalation base shall be \$369,512.00. *Of the total operating cost \$369,512.00, \$29,688.00 is the Operating Cost for the Government owned personal property identified as the three (3) Modular Buildings.*

8.) In accordance with the lease paragraph 1.01,B. entitled " The Premises," the Common Area Factor shall be 1.05 (55,912 RSF/53,058 ABOA).

9.) The Government acknowledges that this facility requires above standard janitorial services and above standard utilities which are considered "Extra Services", because it operates on a 24 hour a day, 7 days a week basis. The following above standard services and utility costs are defined as "above standard" because these costs are beyond the Normal 10 Hours weekdays. This paragraph is for the purposes of the accounting of the Government.

Following 2 items listed below are not included in the operating costs of \$369,512.00, in paragraph 4 above.

(1.) The above standard operating cost inclusive of cleaning, janitorial and or char services, electricity, power for special equipment, plumbing, water (for all purposes), including sewer and refuse collection charges is [REDACTED] per annum. (2.) The above standard overtime Heating, Ventilation, and Air Conditioning - HVAC cost, inclusive of heating, ventilation and conditioning, utilities, HVAC maintenance and electricity - is [REDACTED] per annum. Additional payment is provided to the lessor for above standard operating and above standard overtime HVAC costs and is NOT subject to a Consumer Price Index adjustment, however, is payable in monthly installments in arrears by lump sum payment, as depicted in the Lease paragraphs 1.15 ABOVE STANDARD OPERATING RATES-MODIFIED PARAGRAPH AND 1.16 ABOVE STANDARD OVERTIME HVAC RATES-MODIFIED PARAGRAPH . The Government shall be involved monthly the exact same amount each and every month, [REDACTED] for Above Standard Operating Costs + [REDACTED] for Above Standard Overtime HVAC Costs = Total of [REDACTED]. The exact amount of the lump sum payment each month shall NOT exceed [REDACTED].

The Total above standard services [Above Standard Operating and Above Standard Overtime HVAC costs] includes all the lessor's fees for general administrative costs, profit and any and all other fees associated with the delivery of services and utilities.

These agreed upon terms and conditions for the Above Standard Operating costs and the Above Standard Overtime HVAC costs will be formalized in a separate service contract between the Lessor and the Government.

INITIALS:  &   
LESSOR & GOVT

10.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: EH & W  
LESSOR GOVT