

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-07B-17063**

ADDRESS OF PREMISES 270 South 17th Street, Las Cruces, NM 88005

THIS AGREEMENT, made and entered into this date by and between Donald Evans
whose address is [REDACTED]

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 October 1, 2012, as follows:

- 1) To accept the tenant improvements as completed;
- 2) establish the Commencement Date of the lease rental payments;
- 3) establish the square footages of the leased space;
- 4) provide the annual rental amounts and account for the removal of the Building Specific Security Costs;
- 5) establish the Government's percentage of occupancy;
- 6) establish the reduction amount for vacant space;
- 7) revise the Broker Commission and Commission Credit; and
- 8) all other terms and conditions remain the same.

Continued on next page.

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:

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: [REDACTED]
Name: DON EVANS
Title: OWNER
Entity Name: DONALD EVANS
Date: 10-29-12

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/1/12

WITNESSES

Signature: [REDACTED]
Name: [REDACTED]
Title: WITNESS
Date: 10-29-12

- 1) The Government accepts the leased space on October 1, 2012.
- 2) The commencement date of the rental shall be October 1, 2012 and the lease shall expire on September 30, 2022.
- 3) The leased space shall consist of 4,956 rentable square feet (RSF), yielding 4,956 ANS/IBOMA Office Area (ABOA) square feet.
- 4) The special requirements specified in Solicitation for Offers Par. 11.2, "Special Requirements: 2," have not been completed. Therefore, the Building Specific Security Costs originally included in the annual rent are hereby removed. The Government shall pay the Lessor annual rent as follows:

From October 1, 2012 through September 30, 2015, the Government shall pay the Lessor annual rent of \$69,780.18 paid monthly in arrears, which includes annual Shell Rent of \$39,647.70 and annual operating cost base of \$30,132.48, plus adjustments according to the underlying lease.

From October 1, 2015 through September 30, 2018, the Government shall pay the Lessor annual rent of \$73,249.68 paid monthly in arrears, which includes annual Shell Rent of \$43,117.20 and annual operating costs of \$30,132.48, plus adjustments according to the underlying lease.

From October 1, 2018 through September 30, 2022, the Government shall pay the Lessor annual rent of \$76,917.12 paid monthly in arrears, which includes annual Shell Rent of \$46,784.64 and annual operating costs of \$30,132.48, plus adjustments according to the underlying lease.

- 5) The percentage of occupancy for Tax Reimbursement purposes shall be: 86.63% (4,956 Rentable Square Footage, (RSF) /5,761 RSF) and the new Base Year for taxes shall be the taxes in the year of 2013.
- 6) The Government's adjustment for vacant space shall be a reduction of \$2.00/RSF.
- 7) With the removal of the Building Specific Security Costs from the annual rent, the Broker Commission and Commission Credit shall be reduced accordingly. Paragraph 15 of the Lease is hereby deleted in its entirety and replaced with the following:

"Jones Lang LaSalle Americas, 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 Broker 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 period practicable.

Notwithstanding Paragraph 3 of this Lease (modified by Lease Amendment No. 1, Par. 4), the shell rental payments due and owing under this lease shall be reduced to fully recapture 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 of \$5,815.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Lessor



Gov't



Month 2 Rental Payment of \$5,815.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

- 8) All other terms and conditions remain the same.

Lessor



Gov't

