

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
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.) adjust the rental rate, 2.) change the broker commission and commission credit, 3.) change the tenant improvement allowance, 4.) change the operating cost base, 5.) change the heating and air conditioning requirements of warehouse or garage areas, 6.) provide notice to proceed with revisions to the construction drawings, and 7.) change the additional terms and conditions of the lease.

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.) Paragraph 1.03, RENT AND OTHER CONSIDERATION (SEP 2013), subparagraph A, is deleted and replaced with the following:


"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:


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: John R. Curry
Title: Managing Member
Entity Name: John and Karen Curry Enterprises LLC
Date: July 31, 2015

FOR THE GOVERNMENT:

Signature: 
Name: Nancy L. Speed
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8-5-2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Brian Hurd
Title: Managing Member, Curry Hurd Construction, LLC
Date: July 31, 2015

	FIRM TERM (YEARS 1-7)	NON FIRM TERM (YEARS 8-12)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$247,544.00	\$285,530.46
TENANT IMPROVEMENTS RENT ²	\$87,134.77	\$0.00
OPERATING COSTS ³	\$113,078.42	\$113,078.42
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$62,491.01	\$0.00
TOTAL ANNUAL RENT	\$510,248.20	\$398,608.88

¹Shell rent calculation:

(Firm Term) \$15.62 per RSF multiplied by 15,847 RSF

(Non Firm Term) \$18.02 per RSF multiplied by 16,847 RSF

²The Tenant Improvement Allowance of \$497,053.39 is amortized at a rate of 6 percent per annum over 7 years.

³Operating Costs rent calculation: \$7.135636 per RSF multiplied by 15,847 RSF

⁴Building Specific Amortized Capital (BSAC) of \$366,476.00 are amortized at a rate of 6 percent per annum over 7 years*

- 2.) Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012), is deleted and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

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 \$42,520.68 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$42,520.68 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

Month 3 Rental Payment \$42,520.68 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.*

Month 4 Rental Payment \$42,520.68 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent.*

Month 5 Rental Payment \$42,520.68 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5TH Month's Rent.*

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

- 3.) Paragraph 1.08, TENANT IMPROVEMENT ALLOWANCE (AUG 2011), is deleted and replaced with the following:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$497,053.39 (\$34.858924 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent."

INITIALS:

JC
LESSOR

&

MA
GOVT

- 4.) Paragraph 1.15, OPERATING COST BASE (SEP 2013), is deleted and replaced with the following:

"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.135636 per RSF (\$113,078.42/annum)."

- 5.) Paragraph 6.05, HEATING AND AIR CONDITIONING (SEP 2013), subparagraph D, is deleted and replaced with the following:

"6.05 HEATING AND AIR CONDITIONING (SEP 2013)

D. Warehouse or garage areas require ventilation. Heating temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit. Air conditioning temperature of warehouse or garage areas shall be maintained at a minimum of 80° Fahrenheit."

- 6.) The Lessor will provide eight (8) sets of revised construction drawings incorporating the afore-mentioned changes to Paragraph 6.05, Heating and Air Conditioning of the lease. The total cost of the revised construction drawings will not exceed \$2,100.00 including A/E fees, printing charges, and shipping costs. The amount will be included in the TI price proposal and paid via lump sum upon completion and acceptance of the space.

- 7.) Section 7, Additional Terms and Conditions, is deleted and replaced with the following:

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level 3 attached to this Lease.

7.02 GARAGE AIR CONDITIONING

The Lessor will provide on-demand air conditioning to the garage area consisting of an approximate 4-ton rooftop unit to provide cooling to the garage bays through an overhead duct system.

INITIALS:


LESSOR

&


GOVT