

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17602
ADDRESS OF PREMISES 315 N. Canal St. Carlsbad, NM 88220	PDN Number: PS0029180

THIS AMENDMENT is made and entered into between [REDACTED]

whose address is: [REDACTED]

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

WHEREAS, the parties hereto desire to supplement the above 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 Government execution, as follows:

- 1.) To accept the tenant improvements as substantially complete and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the termination date of the lease; and
- 4.) provide the annual rental amounts; and
- 5.) to provide for payment of Tenant Improvements; and
- 6.) to provide for payment of Building Specific Security costs, and
- 7.) establish the Commission and Commission Credit; and
- 8.) all other terms and conditions are in full force and effect.

This Lease Amendment contains 2 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: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Entity Name: [REDACTED]
Date: 9-29-2014

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/8/2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Robin Bastick
Title: Realtor
Date: 9-29-14

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on September 22, 2014.
- 2.) The commencement date of the rental shall be September 22, 2014 and shall expire on September 21, 2024.
- 3.) The Government may terminate this lease in whole or in part effective at any time after September 21, 2019 (the fifth (5th) year of this lease) by giving at least 60 days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
- 4.) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term (9/22/14 – 9/21/19)	Non Firm Term (9/22/19 – 9/21/24)
	Annual Rent	Annual Rent
Shell Rent	\$39,000.36	\$25,578.00
Tenant Improvements rent	\$22,802.88	\$0.00
Operating Costs	\$18,270.00	\$18,270.00
Building Specific Security	\$10,048.98	\$0.00
Total Annual Rent	\$90,122.22	\$43,848.00

5.) The total cost of the Tenant Improvements, including all approved Change Orders is \$285,421.60. The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements.

The Government shall pay for the Tenant Improvement costs by amortizing \$93,716.86 over the first five years of the term at an interest rate of 8.0%. The remaining balance of the total costs of the Tenant Improvements is \$191,704.74 (TI total cost of \$285,421.60 – TI allowance of \$93,716.86) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Upon acceptance of the TI by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered. The invoice shall reference the number PS0029180 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
 Attn: John Chaggaris
 819 Taylor Street, Room 11A-133
 Fort Worth, TX 76102-0181

INITIALS:

CMS & CPB
 LESSOR GOV'T

6.) The Building Specific Security Costs of \$41,300.00 are amortized over the first five years of the term at an interest rate of 8.0%.

7.) **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 first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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 \$7,510.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.
Month 2 Rental Payment \$7,510.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.
Month 3 Rental Payment \$7,510.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.

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

INITIALS: Cez & pd
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