

First Amendment to LEASE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2025 by and between by and between the City of Roswell, New Mexico, a municipal corporation, hereinafter referred to as "City" and Dean Baldwin Painting, L.P., a Texas limited partnership hereinafter referred to as "Dean Baldwin".

WHEREAS, the Parties executed a Lease Agreement ("Lease") on December 8, 2016; and

WHEREAS, the Parties desire to amend the Lease in certain respects relating to rent and extending the term; and

WHEREAS, the Parties , on or about February 4, 2022, entered into a Standstill Agreement in connection with certain litigation pending between them styled

**FIFTH JUDICIAL DISTRICT COURT
COUNTY OF CHAVES
STATE OF NEW MEXICO**

**THE CITY OF ROSWELL, NEW MEXICO, a New Mexican Municipal Corporation, Plaintiff
v.
DEAN BALDWIN PAINTING LP, a Texas Limited Partnership,
Defendant.**

Cause No. D-504-CV-2021-00687

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by both parties, the parties mutually agree to amend the Lease as follows:

1. Paragraph 3 is deleted in it's entirety and a new Paragraph 3 is inserted in lieu thereof to read as follows:

3.RENT: a. Tenant agrees to pay to Landlord as "Basic Rent" the sum of Five Hundred Seventeen Thousand, Five Hundred Dollars and No Cents (\$517,500.00) payable in 12 monthly installments of \$_____ commencing January 1, 2025. Each year thereafter rent will be increased by 3% or the increase in the Consumer Price Index using the index referenced in the Lease, whichever is greater.

b. Tenant agrees to continue to pay to Landlord as "Additional Rent" the monthly sum of fourteen thousand two hundred and ninety-five dollars and thirty-nine cents (\$14,295.39) to conclude with the rental payment due December 1, 2026. Additional Rent is for repayment of City funding participation of \$1,715,446.79 for improvements completed by Landlord. Additional Rent shall not be subject to increase as described in this paragraph. Additional Rent shall not be used in any rent abatement calculation should any be approved. In the event of transfer of business, ownership or default as herein provided the payments for any Additional Rent will continue on their regular schedule until paid in full.

2. Paragraph 2 is deleted in it's entirety and a new paragraph 2 is inserted in lieu thereof to read as follows:

2. TERM: "The Lease term is for Thirteen (13) years commencing January 1, 2016 and terminating December 31, 2029."

-
3. Unless otherwise modified herein, all of the other terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the date and year first above written.

LANDLORD:

CITY OF ROSWELL:

By: _____
Timothy Z. Jennings, Mayor

ATTEST:

DEAN BALDWIN:

By: _____
Amalia Martinez, City Clerk

By: _____
NAME

CITY SEAL: