

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17177
ADDRESS OF PREMISES 1140 Commerce Drive Las Cruces, NM 88011-8229	PDN Number - PS0030108

**THIS AMENDMENT** is made and entered into between **3240 VENUS LLC**.

whose address is: 2511 N. Telshor Blvd.  
Las Cruces, NM 88011-8222

**WHEREAS**, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment (LA) is to give a Notice to Proceed for Tenant Improvements (TIs) and Building Specific Security (BSS).

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) Description of the TIs and BSS to be constructed; and
- 2) To provide for a Notice to Proceed and provide an anticipated completion date; and
- 3) To establish the total cost of the TIs and BSS; and
- 4) To provide for the method of payment of the total TIs and BSS; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains 3 pages, inclusive of Exhibit-A.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Managing Member  
Entity Name: 3240 VENUS, LLC  
Date: October 20, 2014

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: Don W. \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
819 Taylor St., Room-11B, Ft. Worth, Texas 76102-0181  
Date: 10/20/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Property Manager  
Date: October 20, 2014

1) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSS according to the referenced Construction Drawings consisting of 23 pages created by Studio D Architects located at 509 S. Main, Las Cruces, NM 88001 and dated August 21, 2013.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

2) Upon this LA being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSS. The anticipated date of completion of all the TIs and BSS on or before October 1, 2014.

3) The Government and the Lessor have agreed that the total cost of the TIs and BSS is \$817,876.32 as depicted in the attached Exhibit " A." The TI and BSS costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and BSS by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

4) The Government shall pay for a portion of the total TI cost by amortizing \$188,802.49 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 6.00%. Additionally, the Government shall pay for the BSS cost by amortizing \$7,200.00 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 6.00%. The total amount the Lessor shall amortize is \$196,002.49. The remaining balance of \$621,873.83 [ $\$817,876.32$  (Total TI and BSS costs) –  $\$188,802.49$  (TI amortized) –  $\$7,200.00$  (BSS amortized) =  $\$621,873.83$ ] shall be paid by a lump-sum payment.

Upon completion of the TIs and BSS, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSS costs.

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS-PS0030108** 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:

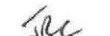
General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

General Services Administration  
**ATTN: Don W. Day**  
819 Taylor St., Room 11B, Ft. Worth, Texas 76102-0181  
817-978-7018

5) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

  
LESSOR

&

  
GOV'T