

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	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

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

WHEREAS, the parties hereto desire to amend the above, Lease. The purpose of this Lease Amendment is to accept the leased premise as substantially complete. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Government's Percentage of Occupancy and establish the Base Year for Taxes; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustments; and
- 8.) To establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital; and
- 10.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 4 pages inclusive of Attachment "A".

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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: Managing Member
Entity Name: 3240 VENUS LLC
Date: April 29, 2015

FOR THE GOVERNMENT

Signature: _____
Name: Don W. [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX. 76102-0181
Date: [Signature] 4/29/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Conna W. Kinnerup
Title: Property Manager
Date: April 29, 2015

1.) The tenant improvements have been substantially completed and the government accepts the leased space on April 28, 2015. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease amendment, have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 25 calendar days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The Commencement Date of the rental payments shall be April 28, 2015 and shall expire on April 27, 2025.

3.) The leased premise square footage shall be 4,963 Rentable Square Feet (RSF) yielding 4,697 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent amounts as follows:

From April 28, 2015 through April 27, 2020, the total annual rental shall be \$124,181.24 at the rate of \$10,348.44 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$62,930.84, annual Operating Costs of \$35,138.04 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$25,153.14, and annual Building Specific Amortized Capital (BSAC) of \$959.22. In the previous Lease Amendment the security cost has been referenced as Building Specific Security (BSS). The BSS shall now be referenced as Building Specific Amortized Capital (BSAC).

From April 28, 2020 through April 27, 2025, the total annual rental shall be \$138,425.05 at the rate of \$11,535.42 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$77,174.65, annual Operating Costs of \$35,138.04 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$25,153.14, and annual Building Specific Amortized Capital (BSAC) of \$959.22.

5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 32.15% (4,963 RSF/15,437 RSF) and the new Base Year for taxes shall be the taxes in the year of 2016.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$3.00/ABOA.

7.) In accordance with the Lease Amendment No. 1, paragraph 7 entitled " Base Cost of Services ", the escalation base shall be \$35,138.04 (4,963 RSF X \$7.08).

8.) In accordance with the Lease Amendment No.1, paragraph 5 entitled " Common Area Factor ", the Common Area Factor shall be 1.0566 (4,963 RSF/4,697 ABOA).

9.) The total cost of the Tenant Improvements is \$810,676.32. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$621,873.83. The remaining balance of \$188,802.49 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the first ten (10) years of the lease as stated in paragraph 4 above.

The total cost of the Building Specific Amortized Capital (BSAC) is \$7,200.00. The Lessor and the Government agree that a lump-sum payment for a portion of the total BSAC cost shall be made in the amount of \$0.00. The remaining balance of the BSAC cost will be amortized in the amount of \$7,200.00 and shall be amortized monthly into the rent at the rate of six (6%) over the first ten (10) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0030108 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for

INITIALS: JPC
LESSOR

&

[Signature]
GOVT

Invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

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

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

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11 B
Fort Worth, Texas 76102-0181

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

INITIALS: dre & hl
LESSOR GOVT