

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6 ✓
	TO LEASE NO. GS-07B-17177
LEASE AMENDMENT	
ADDRESS OF PREMISES 1140 Commerce Drive Las Cruces, NM 88011-8229	PDN Number N/A

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 change the Broker Commission Credit.

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.) To change the Commission and Commission Credit; and
- 2.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains two (2) pages

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

FOR THE LESSOR:

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 GSA, Public Buildings Service, Leasing Division  
 819 Taylor St., 11B, Ft. Worth, Texas 76102-6142  
 Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Printed Name: Corina M. Kinnerup  
 Title: Property Manager  
 Date: September 12, 2016

Commission and Commission Credit

1.) The new Commission and Commission Credit shall be as follows:

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 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 \$10,348.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$10,348.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

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

General

2.) All other terms and conditions shall remain in full force and effect.

END

INITIALS: JS & GP  
LESSOR GOVT