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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. <u>23</u> <i>CL</i> |
| | TO LEASE NO. GS-07B-16900 |
| ADDRESS OF PREMISES 102 Ripley Mountainair, NM 87036 | PDN Number: |

THIS AGREEMENT, made and entered into this date by and between CASEY LUNA
whose address is:  *Luna Family Trust CL*

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

WHEREAS, the parties hereto desire to amend the above Lease.



NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:


- 1.) To discontinue use of the Supplemental Lease Agreement Form;
- 2.) To document changes to the square footage of the leased space;
- 3.) To provide the annual rental amounts;
- 4.) To provide a description of the Tenant Improvements and Building Specific Amortized Capital (BSAC) to be constructed;
- 5.) To provide a Notice to Proceed with construction of the Tenant Improvements;
- 6.) To document changes to the percentage of Government occupancy;
- 7.) To document changes to the Operating Costs;
- 8.) To document changes to the Common Area Factor (CAF);
- 9.) To document changes to the Broker Commission and Commission Credit; and
- 10.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 3 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 
Signature: 
Name: CASEY LUNA
Title: _____
Entity Name: _____
Date: 04-24-2013

FOR THE GOVERNMENT 
Signature: _____
Name: Garrett Gordon
Title: Lease Contract Specialist
GSA, Public Buildings Service, 7PRA
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18
Date: 4/25/13

WITNESSED FOR THE LESSOR BY:


Signature: _____
Name: _____
Title: LOAN PROSECUTOR
Date: April 24, 2013

- 1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- 2.) The square footage of the leased premises shall be 7,648 Rentable Square Feet (RSF) yielding 6,926 ANSI/BOMA Office Area (ABOA); which is depicted in the attached Exhibit "A" (1 Page).
- 3.) The Government shall pay the Lessor annual rent as follows:

| TERM (Costs are per RSF) | Shell Rent | Operating Costs | Amortized TI's | Amortized BSAC | Annual Rent | Monthly Rent |
|-----------------------------|--------------|-----------------|----------------|----------------|--------------|--------------|
| Years 1 - 5 | \$91,776.00 | \$37,781.12 | \$39,266.50 | \$345.00 | \$169,168.62 | \$14,097.39 |
| Years 6 - 10 | \$113,343.36 | \$37,781.12 | \$39,266.50 | \$345.00 | \$190,735.98 | \$15,894.67 |
| Years 11 - 20 | \$119,767.68 | \$37,781.12 | \$0.00 | \$0.00 | \$157,548.80 | \$13,129.07 |

- 4.) The Lessor shall provide all the materials, labor, and services required to complete the Tenant Improvements. The total work is depicted on the Permit Drawings created by John Kilpatrick Architect dated April 8, 2013 and the revised Tenant Improvement Proposal dated March 25, 2013, which is depicted in the attached Exhibit "B" (64 Pages).

The Lessor and the Government have agreed that the total cost of the Tenant Improvements is \$273,150.29, which includes \$3,450.00 for BSAC. The Tenant Improvement and BSAC 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 Tenant Improvements by the anticipated date of completion.

The Lessor shall amortize the Tenant Improvement Allowance amount, less BSAC, of \$269,700.29 (\$273,150.29 - \$3,450.00) over the first ten (10) years of the lease term and paid monthly in arrears at an annual interest rate of 8.00%.

In addition, the Lessor shall amortize the BSAC amount of \$3,450.00 over the first ten (10) years of the lease term and paid monthly in arrears at an annual interest rate of 0.00%.

The GSA Contracting Officer must approve, in writing, any changes to the Construction Drawings which result in a financial adjustment of any type.

Upon the completion of the Tenant Improvements, BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, amortized Tenant Improvement Costs, and BSAC) shall be established by a subsequent Lease Amendment.

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in Solicitation for Offers (SFO) Section 5.11 "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings" when compared to the Government approved Design Intent Drawings.

- 5.) Upon full execution and delivery of this Lease Amendment (LA) by the Government to the Lessor, the Lessor can consider this as a Notice to Proceed with construction of Tenant Improvements. The anticipated date of completion and acceptance by the Government is on or before August 20, 2013, at which time the Lessor shall provide a Certificate of Occupancy to the Government.

6.) In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 100% (7,648 RSF/7,648 RSF).

7.) In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$37,781.12/Annum.

8.) In accordance with the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.0424487 (7,648 RSF/6,926 USF).

INITIALS: CK & [Signature]
LESSOR & GOVT

9.) The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the ten (10) year firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Lease Amendment, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first FULL month of the rental payments and continue for four months in equal installments as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Third Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Fourth Month's Rent.

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

INITIALS: *ch*
LESSOR

&

[Signature]
GOVT