GENERAL SERVICES ADMINISTRATION LEASE AMENDMENT No. 5 PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07B-16900 LEASE AMENDMENT ADDRESS OF PREMISES PDN Number: PS0027163 102 Ripley Mountainair, NM 87036

THIS AMENDMENT is made and entered into between LUNA FAMILY TRUST

whose address is:

602 WILLOWBROOK LN BELEN, NM 87002-5920

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 23, 2013 as follows:

1.) To discontinue use of the Supplemental Lease Agreement form; and

2.) To accept the Tenant Improvements as completed with the exception of the items as depicted on the GSA Condition Survey Report: and

3.) Establish the Commencement Date of the lease rental payments; and

4.) Establish the square footages of the leased space; and

5.) Provide the annual rental amounts: and

- 6.) Establish the Governments Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Base for the Operating Cost Adjustment; and
- 9.) Establish the Common Area Factor; and
- 10.) Establish the HVAC Overtime Rate; and
- 11.) To provide for the payment of the Tenant Improvements and Building Specific Security (BSS); and
- 12.) Establish the Broker Commission and Commission Credit; and
- 13.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 7 pages (Including Exhibit A).

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 LEGGED (1994) TANK TOWN	FOR THE GOVERNMENT:	
Signature: ('Aseto Lu VA	Signature: Name:	
Title: TRUSTEE	Title: Lease Contracting Officer	
Entity Name: Luna Family TRUE	GSA, Public Buildings Service, 7PRA	
Date: 8-30-13	819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A	418
	Date: 10/17/2013	
		-

Signature: Name: Title:	TRUSTIES LUNA	Signature: Name: Title:	Lease Contracting Officer
Entity Name: Date:		Date:	GSA, Public Buildings Service, 7PRA 819 Taylor St., Ft. Worth, Texas 76102,Rm. 5A18
WITNESSED	EOD THE LESCOD DV.		
Signature: Name: Title:			
Date:	2/20/13		
			Lease Amendment Form 12/12

- 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 Tenant Improvements have been completed and the Government accepts the leased premise on <u>August 23, 2013</u> with the exception of Tenant Improvements and Building Specific Security (BSS) as depicted and according to the Conditional Survey Report (GSA Form 1204) dated August 23, 2013; which is depicted in the attached Exhibit "A" (4 Pages). The anticipated date of completion of all the Tenant Improvements including Building Specific Security is August 27, 2013.
- 3.) The Commencement Date of the rental shall be August 23, 2013 and shall expire on August 22, 2033, subject to the termination rights set forth in the lease.
- 4.) The leased premise square footage shall be 7,648 Rentable Square Feet (RSF) yielding 6,926 ANSI/BOMA Office Area (ABOA).
- 5.) 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
8/23/2013 — 8/22/2018	\$91,776.00	\$37,781.12	\$39,266.50	\$345.00	\$169,168.62	\$14,097.39
8/23/2018 - 8/22/2023	\$113,343.36	\$37,781.12	\$39,266.50	\$345.00	\$190,735.98	\$15,894.67
8/23/2023 - 8/22/2033	\$119,767.68	\$37,781.12	\$0.00	\$0.00	\$157,548.80	\$13,129.07

- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (7,648 RSF / 7,648 RSF) and the new Base Year for taxes shall be the taxes in the year of 2013.
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$3.00 / ABOA.
- 8.) In accordance with the SFO paragraph entitled "Operating Costs," the escalation base shall be \$37,781.12 / Annum.
- 9.) The common area factor is established as 1.10424487 (7,648 RSF/6,926 USF).
- 10.) In accordance with the SFO paragraph entitled *Overtime Usage*, the rate for HVAC Overtime usage is established as \$0.00 per hour for the entire leased space or any portion thereof.
- 11.) The total cost of the Tenant Improvements and Building Specific Security (BSS) is \$275,704.61 [\$269,700.29 (Tenant Improvements) + \$3,450.00 (BSS) + C/O #001A) + (C/O #001B) + (C/O #001B) + (C/O #004) = \$275,704.61]. 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 \$2,554.32 [\$275,704.61 (Total TI) \$269,700.29 (TI) \$3,450.00 (BSAC) = \$2,554.32]. The remaining balance of \$269,700.29 shall be amortized monthly into the rent at the rate of 8.00% over the first ten (10) years of the term, monthly, at an interest rate of 0.00% as stated in Paragraph 5 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 PS0027163 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 1-800-676-3690.

12.) In accordance with Paragraph 2.4 B. in the SFO, the Lessor and the Broker ha	ave agreed	to a coo	perating lease
commission of the ten (10) year firm term value of this lease. The total amount	nt of the cor	nmission	is
The Lessor shall pay the Broker no additional commissions associated with this lease tr	ansaction.	In accord	dance with the
"Broker Commission and Commission Credit" paragraph, the Broker has agreed to for	rego		of the
INITIALS:	LESSOR	_ &	MICIL GOV'T

equals

commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission . 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 5 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 as the adjusted First equals Month Rent. Second Month's Rental Payment of \$14,097.39 minus the Commission Credit as the adjusted equals Second Month's Rent. Third Month's Rental Payment of \$14,097.39 minus the Commission Credit equals as the adjusted Third Month's Rent.

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

Fourth Month's Rental Payment of \$14,097.39 minus the Commission Credit

Fourth Month's Rent.

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