GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1	
LEASE AMENDMENT	TO LEASE NO. GS-07B-17107	
ADDRESS OF PREMISES Journal Center, 4400 Masthead Street Albuquerque, NM 87109	PDN Number: N/A	

THIS AMENDMENT is made and entered into between DI Albuquerque Project Company LLC, c/o CBRE Global Investors whose address is: 515 South Flower Street, 31<sup>st</sup> Floor, Los Angeles, CA 90071

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

WHEREAS, the parties hereto desire to amend the above Lease to lease Suites 120, 140 and 170, resulting in an increase of the ANSI/BOMA Office Area (ABOA) square footage (SF) of the Premises from 67,633 to 70,614, and make the appropriate adjustments to Rent, Expenses, Percentage of Occupancy, Commissions and other consideration as outlined in Section 1 of the 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 October 1, 2013, as follows:

1.) Section 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

## 1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 79,137 rentable square feet (RSF), yielding 70,614 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 12.07 percent, located on the 1<sup>st</sup> and 2<sup>nd</sup> floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

This Lease Amendment contains 3 pages.

Name: Title: Date:

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 LE	SSOR:	FC	
Signature: Name: Title: Entity Name: Date:	Authorized Signatory  PLHOMAMORAL, MIRCH C	Siç Na Tit  OMPANI GSA, Public Buildings Service, Date: (1/26/1)	
WITNESSED	FOR THE LESSOR BY:		
Signature:			

Sections 1.03A and 1.03B of the Lease are hereby deleted in their entirety and replaced with the following:

## 1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term		Non Firm Term	
	Annual Rent	Per RSF	Annual Rent	Per RSF
Shell Rent	\$ 1,418,135.04	\$ 17.92	\$ 1,552,764.42	\$ 19.62
Tenant Improvements rent	\$ 117,219.24	\$ 1.48	\$ 0.00	\$ 0.00
Operating Costs	\$ 381,440.34	\$ 4.82	\$ 381,440.34	\$ 4.82
Building Specific Amortized Capital	\$ 17,410.14	\$ 0.22	\$ 0.00	\$ 0.00
Total Annual Rent	\$ 1,934,204.76	\$ 24.44	\$1,934,204.76	\$ 24.44

<sup>1</sup>The Tenant Improvement Allowance of \$586,096.20 is amortized at a rate of 0 percent per annum over 5 years.

2Building Specific Amortized Capital (BSAC) of \$87,050.70 are amortized at a rate of 0 percent per annum over 5 years

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 70,614 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- Section 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. UGL SERVICES EQUIS OPERATIONS ("Broker") is the authorized real est	tate broker representing GSA in connection with
this lease transaction. The total amount of the Commission is	and is earned upon lease execution, payable
according to the Commission Agreement signed between the two parties.	Only of the Commission, will be
payable to UGL SERVICES EQUIS OPERATIONS with the remaining	which is the "commission credit", to be
credited to the shell rental portion of the annual rental payments due and owin reduction in shell rent shall commence with the first month of the rental paym recaptured in equal monthly installments over the shortest time practicable.	
B. Notwithstanding the "Rent and Other Consideration" paragraph of this Le	ease, 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 \$161,183.73 minus prorated commission credit of equals equals adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$161,183.73 minus prorated commission credit of equals equals adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$161,183.73 minus prorated commission credit of equals equals adjusted 3<sup>rd</sup> Month's Rent.

4.) The following shall be added to Section 1.08:

1.04

INITIALS: LESSOR & GOV'T

Any modifications to suite 140 to support the reconfiguration of the data center, excluding any shell work necessary to comply with section 3 (Construction Standards and Shell Components) of the lease to support the new occupancy, shall be at the sole expense of the Government and paid for as a part of the TI allowance.

- 5.) Section 1.11 of the Lease is hereby deleted in its entirety and replaced with the following:
  - 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the date of this amendment, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 48.5825 percent. The percentage of occupancy is derived by dividing the total Government space of 79,137 RSF by the total building space of 162,892 RSF.

- 6.) Section 1.12 of the Lease is hereby deleted in its entirety and replaced with the following:
  - 1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.82 per rentable sq. ft (\$381,440.34/annum).

- 7.) Section 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:
  - 1.15 24-Hour HVAC Requirement (MODIFIED)

The hourly overtime HVAC rate specified above shall not apply to any portion of the premises that is required to have heating and cooling 24 hours per day. The LAN Room dedicated AC Unit and any critical AC units (CRACs) associated with Suite 140 will be separately metered and the lessor shall bill GSA based on the actual usage and the actual rate on a quarterly basis. The Government, at its sole cost and expense, will be responsible for the maintenance, repair and replacement (if applicable) of any and all CRACs located in Suite 140. Notwithstanding the foregoing, Lessor shall provide 24 hour HVAC service at no additional cost to the Government if the Lessor provides this service to other tenants in the building at no additional cost.

- 8.) Section 6.02 of the Lease is hereby deleted in its entirety and replaced with the following:
  - 6.02 UTILITIES (MODIFIED)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations as part of the rental consideration. On a quarterly basis, the Government will reimburse the Lessor for all utility charges for the operation of the 24 hour HVAC spaces throughout the entire leased premises.

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

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