

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No.2
	TO LEASE NO. GS-07B-17107
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number: N/A

THIS AMENDMENT is made and entered into between Albuquerque GSA DOI LLC, a Delaware Limited Liability Company as successor to DI Albuquerque Project Company LLC

whose address is: 303 West Madison, Suite 1925, Chicago, IL 60606

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 Suite 110 and 145 resulting in an increase of the ANSI/BOMA Office Area (ABOA) square footage (SF) of the Premises from 70,614 to 80,916 and make the appropriate adjustments to Rent, Expenses, Percentage of Occupancy 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 February 1, 2016 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: 90,683 rentable square feet (RSF), yielding 80,916 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 1st and 2nd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A

2.) Sections 1.03A and 1.03B of the lease are hereby deleted in their entirety and replaced with the following:

1.02 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:

This Lease Amendment contains 2 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 LESSOR:

Signature: 
Name: JEAN L. COOK
Title: AUTHORIZED SIGNOR
Entity Name: ALBUQUERQUE GSA DOI, LLC
Date: 10/8/15

FOR THE GOVERNMENT:

Signature: 
Name: JUDY BRADY
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10-15-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: KRISTEN PLANK
Title: Authorized Signor
Date: 10/8/15

	Firm Term		Non Firm Term	
	Annual Rent	Per RSF	Annual Rent	Per RSF
Shell Rent	\$1,625,039.36	\$17.92	\$1,779,200.46	\$19.62
Tenant Improvements Rent	\$117,219.24	\$1.29	\$0.00	\$0.00
Operating Costs	\$437,092.06	\$4.82	\$437,092.06	\$4.82
Building Specific Amortized Capital	\$23,410.14	\$0.26	\$0.00	\$0.00
Total Annual Rent	\$2,202,760.80	\$24.29	\$2,216,292.52	\$24.44

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 80,916 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3.) Section 1.11 of the Lease is hereby deleted in its entirety and replaced with the following:

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTEMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the dates of this amendment, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 55.6706 percent. The percentage of occupancy is derived by dividing the total Government space of 90,683 RSF by the total building space of 162,892 RSF. Base year for all taxes will be 2014.

4.) 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 for operating costs shall be \$4.82 per rentable sq.ft. (\$437,092.06)

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

INITIALS: BO & JL
LESSOR GOV'T