

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-07P-LNM17107
ADDRESS OF PREMISES Journal Center, 4400 Masthead Street Albuquerque, NM 87109-4399	PDN Number: PS0028266

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, 31st Floor, Los Angeles, CA 90071-2201

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

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

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

- 1.) To provide a Notice to Proceed for Change Order (C/O) #1 and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements (TIs) and/or Building Specific Amortized Capital (BSAC) costs; and
- 3.) To provide for the method of payment of the total TI and BSAC costs.

This Lease Amendment contains 2 pages plus Exhibit "A" (3 pages).

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

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: A. Gavin Hinze
Entity Name: DI Albuquerque
Date: 02/03/14

FOR THE

Signature: _____
Name: Christina Dolan
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/3/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: 02/03/14

- 1) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #1 as it relates to computer room modifications which is depicted in Exhibit "A". The total cost of the C/O #1 is [REDACTED]. The anticipated date of completion of all the tenant improvements is April 9, 2014.
- 2) The Government and the Lessor have agreed that the total cost of the TIs shall change from [REDACTED] to \$917,940.04 ([REDACTED] + [REDACTED]). The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$87,050.70. The BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the BSAC work by the anticipated date of completion.
- 3) Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$586,096.20 over the first five years of the term at an interest rate of 0.0%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$87,050.70 over the first five years of the term at an interest rate of 0.0%.

The remaining balance of the total cost of the Tenant Improvements is \$331,843.84 (TI total cost of \$917,940.04 – TI allowance of \$586,096.20) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space. The lump-sum payment includes 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 and the BSAC by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0028266 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 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Christina Dolan
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

INITIALS:

LESSOR

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GOV'T