GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES: JOURNAL CENTER 4400 MASTHEAD STREET ALBUQUERQUE, NM 87109-4399 LEASE AMENDMENT No. 5 TO LEASE NO. GS-07P-LNM17107 PDN Number: PS0028266

THIS AGREEMENT, made and entered into this date by and 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 amend the above Lease.

- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Governments Percentage of Occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2014, as follows:

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 LESSOR:		FOR TI	
Signature: Name: Title: Entity Name: DI Albuqu c/o CBRE Global Invest Date:	A. Gavin Hinze Authorized Signatory erque Project Company LLC, tors 7, 2014		Lease Contracting Officer blic Buildings Service, 819 Taylor Street h, TX 76102-6124
WITNESSED FOR THE	LESSOR BY:		

Signature: Name:

Title: Date: Vicastive 1251

- 1.) The Tenant Improvements have been completed and the government accepts the leased premise on May 1, 2014.
- 2.) The Commencement Date of the rental shall be May 1, 2014 and shall expire on April 30, 2024, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 79,137 Rentable Square Feet (RSF) yielding 70,614 ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From May 1, 2014 through April 30, 2019, the total annual rental shall be \$1,934,204.76 at the rate of \$161,183.73 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,418,135.04, annual Operating Costs of \$381,440.34, subject to annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$117,219.24, and annual Building Specific Amortized Capital (BSAC) of \$17,410.14.

From May 1, 2019 through April 30, 2024, the total annual rent shall be \$1,934,204.76. The total annual rent consists of Shell Rent of \$1,552,764.42 and Operating Costs of \$381,440.34, subject to annual Operating Cost adjustments. There are no annual Tenant Improvement or Building Specific Amortized Capital costs.

- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 48.5825% (79,137 RSF/162,892 RSF) and the new Base Year for taxes shall be the taxes in the year of 2014.
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.50/ABOA.
- 7.) In accordance with the Lease paragraph 1.12 entitled "Operating Cost Base," the escalation base shall be \$381,440.34 (79,137 RSF X \$4.82).
- 8.) In accordance with the Lease paragraph 1.01entitled "The Premises", the Common Area Factor shall be 1.1207 (79,137 RSF/70,614 ABOA).
- 9.) The total cost of the Tenant Improvements is \$917,940.04. 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 \$331,843.84. The remaining balance of \$586,096.20 shall be amortized monthly into the rent at the rate of zero percent (0.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

The total cost of the Building Specific Amortized Capital (BSAC) is \$87,050.70 which shall be amortized monthly into the rent at the rate of zero percent (0.0%) over the first five (5) years of the lease as stated in paragraph 4 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 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 800-676-3690.

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

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

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Christina Dolan U.S. General Services Administration 819 Taylor Street Fort Worth, Texas 76102-6124

The total amount of the Commission is and is earned upon lease execution, pay and is e	rable according to the Commission able to DTZ Americas, Inc. with the n of the annual rental payments due ce with the first month of the rental			
Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, 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 equal Rent.	ls adjusted 1 st Month's			
Month 2 Rental Payment \$161,183.73 minus prorated commission credit of Rent.	s adjusted 2 nd Month's			
Month 3 Rental Payment \$161,183.73 minus prorated commission credit of equal Rent.	adjusted 3 rd Month's			

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

INITIALS:

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