

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

**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 LESSOR, **LUNA FAMILY TRUST**

FOR THE GOVERNMENT:

Signature:   
Name: CASEY LUNA  
Title: TRUSTEE  
Entity Name: LUNA FAMILY TRUST  
Date: 8-30-13

Signature:   
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 7PPA  
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18  
Date: 10/17/2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: [Redacted]  
Title: \_\_\_\_\_  
Date: 8/30/13



commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. 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 [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Third Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$14,097.39 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Fourth Month's Rent.

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

INITIALS: ck. & MLK  
LESSOR GOV'T