

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07B-17254
ADDRESS OF PREMISES 505 Marquette Avenue Albuquerque, NM 87102	PDN Number: _____

THIS AMENDMENT is made and entered into between 505 Marquette, LLC

whose address is: 601 108th Avenue, Suite 1900, Bellevue, WA 98004

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 December 3, 2014, as follows:

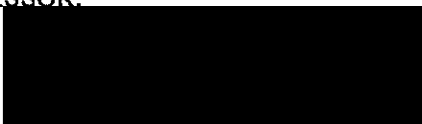
- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) to provide a Notice to Proceed; and
- 3.) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 4.) all other term and conditions of the lease shall remain in full force and effect.

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 subscribe their names as of the above date.

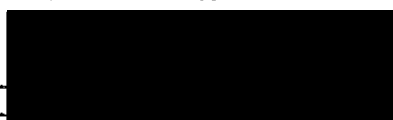
FOR THE LESSOR:

Signature: 
Name: _____
Title: Managing Member
Entity Name: 505 Marquette LLC
Date: 12/11/14

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: _____
Date: 12/17/2014
GSA, Public Buildings Service,

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Director
Date: 12/12/2014

- 1) The Lessor is solely responsible and liable for the technical accuracy of the Construction Drawings and compliance with all applicable Lease requirements as stated in the lease. This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings A101 dated September 08, 2014 and E101, E102, E201 and E202 dated October 08, 2014 consisting of (5) pages, and which are attached and incorporated into the lease as depicted in Lease Exhibit A.
- 2) Upon full execution and delivery of this LA the Lessor can consider this as a Notice to Proceed on the TI and BSAC construction. The anticipated date of completion and acceptance by the Government is on or before February 1, 2015.
- 3) The Government shall pay the Lessor for the total cost of the TIs and BSAC as follows:

The Government and the Lessor have agreed in the Lease Agreement that the Tenant Improvement (TI) is \$68,608.40 and the BSAC Allowance is \$20,000.00.

Furthermore, the Government and the Lessor have agreed that the total cost of the TIs as noted above in paragraph 1 is \$68,608.40 and the total BSAC cost is \$20,000.00 for a combined total of \$88,608.40. The total TI costs and the total 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 TI and the BSAC by the anticipated date of completion noted above in paragraph 2.

The total TI costs, in the amount of \$68,608.40, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of six percent (6.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

The total BSAC costs, in the amount of \$20,000.00, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of six percent (6.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

Upon completion of the TIs and BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized TI and BSAC Cost) shall be established by a subsequent LA.

Any changes which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

- 4) All other terms and conditions of this Lease shall remain in full force and effect.

INITIALS:


LESSOR

&


GOVT