

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 4-10-12
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-07B-16897	PAGE 1 OF 2

ADDRESS OF PREMISES: 10500 Copper Ave NE, Albuquerque, New Mexico, 87123

THIS AGREEMENT, made and entered into this date by and between MW Development LLC

whose address is 10500 Copper Ave NE  
Albuquerque, NM, 87123

hereinafter called 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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 4-10-12, as follows:

The following paragraphs of the SF-2 are deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following describe premises:

A total of 20,862 rentable square feet (RSF) of office and related space and 18,984 ANS/BOMA Office Area square feet (USF); which yields 350 RSF Free Space and 20,812 RSF of office and related space, and yields 317 USF Free Space and 18,667 USF of space on the first floor of the building located in Copper Point at 10500 Copper Ave. NE, in Albuquerque, NM 87123, to be used for such purposes as determined by the General Services Administration. Free Space is being provided to the Government for use, at no additional cost. (See Attachment)

Included in the rent, at no additional cost to the Government, are seventy-five (75) employee visitor parking spaces, and two (2) reserved parking spaces for the exclusive use of Government employees and patrons.

3. The Government shall pay the Lessor annual rent of \$501,019.80 for years 1 thru 5. This includes operating costs of \$98,937.60, as identified in paragraph 11, and the amortizing of the Tenant Improvement Allowance of \$834,026.25, as identified in paragraph 9. For years 6-10, the Government will pay the Lessor the annual rate of \$324,639.00. This includes operating costs of \$98,937.60, plus CPI's.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

MW Development, LLC  
190 Central Park Square  
Suite # 301  
Los Alamos, New Mexico 87544

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

Administrative Manager

(Title)

190 Central Park Sq. Los Alamos, NM

(Address)

87544

Contracting Officer, General Services Administration

(Official Title)

5. This Lease may be renewed at the option of the Government for the following terms and at the following rentals: Years 11-15, rent shall be \$350,404.00; this excludes operating costs of \$98,937.60 plus CPI's. Years 16-20 rent will be \$376,169.00; this excludes operating costs of \$98,937.60 plus CPI's.
9. In accordance with the SFO paragraph 3.3, Tenant Improvements (Ti), the Tenant Improvement Allowance provided in the lease is \$834,026.25, which is amortized at an interest rate of 6% over 5 years. The TI will be used to construct the interior space, in accordance with the approved DID's.
10. In accordance with the SFO Paragraph 4.2, entitled Tax Adjustment, the percentage of Government occupancy is established as 9.76% of the entire building (20,612 RSF / 211,077 RSF).
11. In accordance with the SFO Paragraph 4.3, entitled Operating Costs, the escalation base is established as \$98,937.60.
12. In accordance with the SFO Paragraph 4.1.C, entitled Common Area Factor, the common area factor is established as 1.10
21. In accordance with the SFO Paragraph 2.4, Broker Commission and Commission Credit, CB Richard Ellis, Inc. (CBRE) is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable per the commission agreement signed by the lessor and CBRE. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental rate portion of the annual payments, due and owing, to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.
 

First full month's rental payment of \$41,751.65 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second full month's rental payment of \$41,751.65 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third full month's rental payment of \$41,751.65 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

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

Initials:                      LESSOR &                      GOVT