

## **FIFTH AMENDMENT TO LEASE**

THIS FIFTH AMENDMENT ("FIFTH Amendment") is made by and between the Regents of the University of New Mexico, a body corporate of the State of New Mexico, as Landlord, and Albuquerque Institute for Mathematics and Science @ UNM, as Tenant.

WHEREAS, Landlord and Tenant (the "Parties") entered into that certain Lease in August 2013 (the "Lease") with Landlord for space at **933 Bradbury Dr. SE known as Suite B** (the "Base Premises", Attachment A); and,

WHEREAS, the Lease Term contained in the lease has been extended on four occasions by amendment; and,

WHEREAS, the parties to the Lease ("Parties") wish to modify the Lease by altering the Leased Premises' square footage by subtracting certain space from the current Leased Premises and adding to the Leased Premises space in another nearby building owned by Landlord; and,

WHEREAS, Landlord and Tenant desire to extend the term;

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, the Parties agree the Lease is hereby modified and amended as follows:

### **AGREEMENT**

1. The effective date of this Fifth Amendment ("Effective Date") shall be January 1, 2018. Upon full execution of this Fifth Amendment, Tenant shall have immediate access to the Expansion Premises (as defined below) to perform improvements, install furniture, fixtures and equipment subject to the terms of this Lease.
2. Upon the Effective Date, Tenant shall expand its premises by taking occupancy of an additional 14,700 rentable square feet of a building located at 1155 University Boulevard, Albuquerque, New Mexico 87106, as identified on Exhibit A attached hereto (the "Expansion Premises"). Tenant shall also vacate 2,854 square feet of its Base Premises (the "Base Contraction", Exhibit B) and return it to Landlord pursuant to the termination terms of the Lease. Upon the Effective Date, the term "Premises" as used in the Lease shall mean and consist of the Base Premises of 15,008 rentable square feet and Expansion Premises of 14,700 rentable square feet, for a total rentable square feet of 29,708
3. The term of the Lease shall be extended and shall endure until June 30, 2023.
4. Tenant shall receive an \$82,577.68 credit in lieu of rent as an allowance for improvements, to be reflected in equal installments as an offset to rent during the first term of the lease and as identified in the rent schedule below.
5. Article 1.00 of the Lease is generally amended reflect that the building described in Paragraph 2 of this Fifth Amendment is included in the definition of Building and that the Building Common Area(s), Common Area(s), Common Area Charge, Park Common Facilities Charge, Park Common Facilities, and Park Common Facilities Charge apply to the common areas and facilities of both buildings. All common charges payable by Tenant pursuant to Article 1.00 shall be adjusted based upon the recalculated Tenant's Share, below. All rules and regulations pertaining