

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

to the building housing the Expansion Premises shall apply to Tenant's occupancy of the premises.

6. Paragraph 1(p) Lease Parking Spaces of the Lease is amended to provide that Landlord shall provide, or cause to be provided, at no cost to Tenant a total of 25 surface spaces to be designated by the Landlord in reasonably close proximity to the Premises.
7. Paragraph 1(gg) Tenant's Share of the Lease is amended to provide that Tenant's share of the 933 Bradbury building shall be 11%, calculated by dividing the rentable square feet of the Base Premises (15,008) by the rentable square feet of the building (141,750), and that Tenant's Share of the 1155 University Building shall be 24% calculated by dividing the rentable square feet of the Expansion Premises (14,700) by the rentable square feet of the building (61,205).
8. Paragraph 4.02 Rent Schedule is deleted in its entirety and replaced as follows:

Period	Building	Rent per SF	Total Monthly Rent	Total Period Rent
January 2018 - June 2018	933 Bradbury	\$ 13.90	\$ 17,384.27	\$ 104,305.60
	1155 University	\$ 15.50	\$ 18,987.50	\$ 113,925.00
	(TI Credit)	(\$5.62)	(\$13,762.95)	(\$82,577.68)
	Total		\$ 22,608.82	\$ 135,652.92
July 2018 - June 2019	933 Bradbury	\$ 13.90	\$ 17,384.27	\$ 208,611.20
	1155 University	\$ 15.50	\$ 18,987.50	\$ 227,850.00
	Total		\$ 36,371.77	\$ 436,461.20
July 2019 - June 2020	933 Bradbury	\$ 14.35	\$ 17,947.07	\$ 215,364.80
	1155 University	\$ 16.00	\$ 19,600.00	\$ 235,200.00
	Total		\$ 37,547.07	\$ 450,564.80
July 2020 - June 2021	933 Bradbury	\$ 14.80	\$ 18,509.87	\$ 222,118.40
	1155 University	\$ 16.50	\$ 20,212.50	\$ 242,550.00
	Total		\$ 38,722.37	\$ 464,668.40
July 2021 - June 2022	933 Bradbury	\$ 15.25	\$ 19,072.67	\$ 228,872.00
	1155 University	\$ 17.00	\$ 20,825.00	\$ 249,900.00
	Total		\$ 39,897.67	\$ 478,772.00
July 2022 - June 2023	933 Bradbury	\$ 15.70	\$ 19,635.47	\$ 235,625.60
	1155 University	\$ 17.50	\$ 21,437.50	\$ 257,250.00
	Total		\$ 41,072.97	\$ 492,875.60

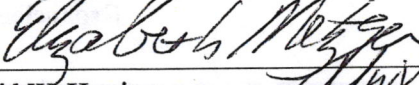
9. FUNDING AUTHORITY. Tenant's obligations under this Lease shall be subject to availability of annual funding for the program identified on the first page of the Lease. In the event that funding is terminated, Tenant may cancel this Lease with sixty (60) days written notice to Landlord. (See Section 13-1-152, NMSA 1978.) Any obligation created under this Lease shall be subordinate to Tenant's obligations under any present or future system revenue bond(s).

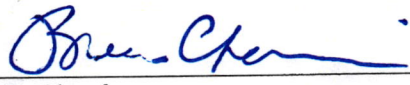
Except as amended herein, all other terms and conditions of the Lease shall remain unmodified and in full force and effect.

Signature page follows

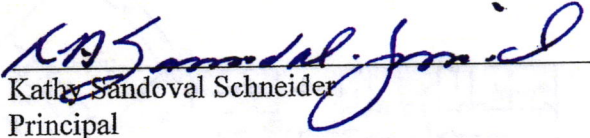
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

LANDLORD: The Regents of the University of New Mexico

By: 
Its: David W. Harris
EVP for Administration, COO & CFO

By: 
Its: Bruce Cherrin
Chief Procurement Officer

TENANT: Albuquerque Institute for Mathematics and
Science @ UNM

By: 
Its: Kathy Sandoval Schneider
Principal

Expansion Premises

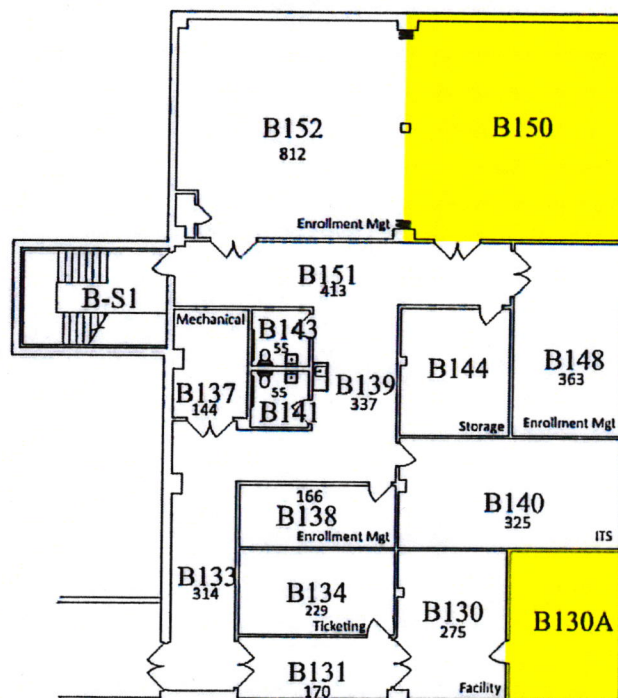
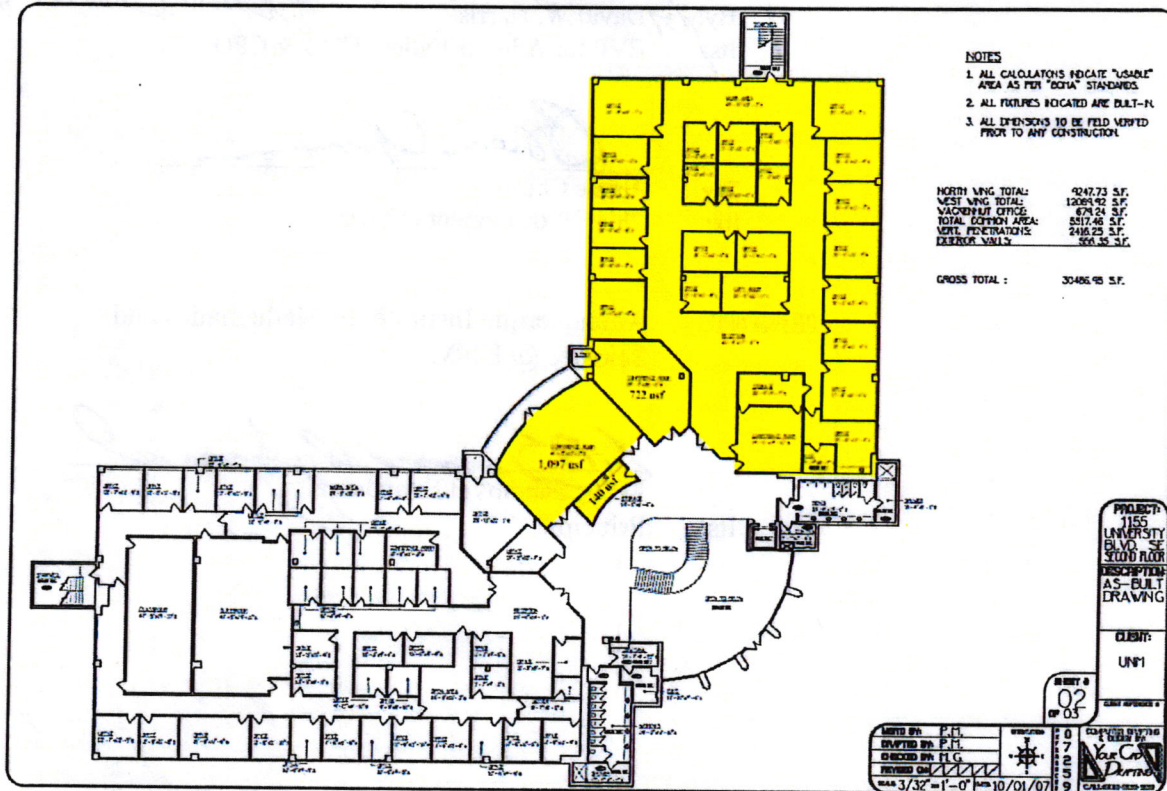


Exhibit B
Base Contraction

