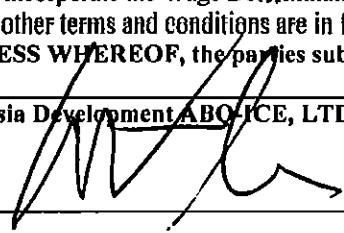
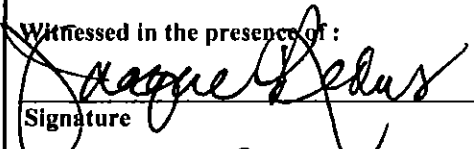
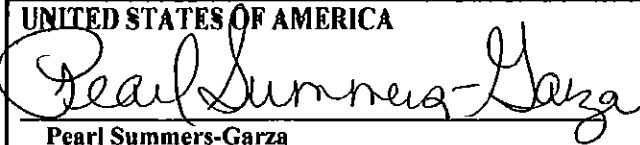


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 2	DATE <u>7/22/11</u>
		TO LEASE NO. GS-07B-16726
ADDRESS OF PREMISES 5441 Watson Dr. Albuquerque, New Mexico 87105		
THIS AGREEMENT , made and entered into this date by and between Artesia Development ABQ-ICE, LTD whose address is 800 Town & Country Blvd., Suite 300 Houston, Texas 77024-4559 hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government: WHEREAS , the parties hereto agree to supplement the above Lease. NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on July 20, 2011 as follows: 1.) Description of the Tenant Improvements to be constructed; and 2.) To incorporate the Design Intent Drawings; and 3.) To provide a Notice to proceed on the construction of the Tenant Improvements; and 4.) To provide for the payment of the Tenant Improvements; and 5.) To incorporate the Wage Determinations; and 6.) All other terms and conditions are in full force and effect. IN WITNESS WHEREOF , the parties subscribe their names as of the above date.		
BY: Artesia Development ABQ-ICE, LTD <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  Signature </div> <div style="width: 45%; text-align: center;"> <u>MANAGER</u> Title </div> </div> <div style="margin-top: 10px;"> <u>BRENT REDUS</u> Printed Name </div>		
Witnessed in the presence of: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  Signature </div> <div style="width: 45%;"> <u>800 TOWN + COUNTRY BLVD.</u> SUITE 300 (Address) </div> </div> <div style="margin-top: 10px;"> <u>Jacques Redus</u> Printed Name </div> <div style="margin-top: 10px; text-align: center;"> <u>HOUSTON, TX 77024</u> City, State, Zip </div>		
UNITED STATES OF AMERICA <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  Pearl Summers-Garza </div> <div style="width: 45%; text-align: center;"> General Services Administration 1919 Smith St., Suite 1600 Houston, TX 77002 Lease Contracting Officer (Official Title) </div> </div>		

Supplemental Lease Agreement #2
LNM16726
5441 Watson Dr.
Albuquerque, New Mexico 87105

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Page Southerland Page, LLP dated January 7, 2011, Pages 1- 221 Ref. PSP Project Number 109036 at 5441 Watson Drive, Albuquerque, New Mexico 87105.

2.) The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated August 23 2011, drawn by Page Southerland Page, LLP, labeled "Design Intent Drawings ICE Albuquerque". The GSA approved Design Intent Drawings are incorporated into this lease and are attached as Exhibit "A".

3.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before August 08, 2012.

4.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements are \$11,078,892. The Tenant Improvement 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 Tenant Improvements by the anticipated date of completion. The Lessor's two (2) page bid dated June 28, 2011 is attached as Exhibit "B".

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

A portion of the total Tenant Improvement costs, \$2,412,675.00 shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of seven point five percent (7.5%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$343,666.54 paid monthly in arrears in the amount of \$28,638.88 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$8,666,217.00 [\$11,078,892 - \$2,412,675] and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0020896 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Gov't Initials:

ASG

Lessor Initials:

TH

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

- 5.) Attached in Exhibit "C" are the Wage Determination for this lease.
- 6.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials: PSG
Lessor Initials: ABR