

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE 2-8-11
	TO LEASE NO. GS-07B-16796	

ADDRESS OF PREMISES: A To-Be-Constructed facility in the Mesa Del Sol Development and located at 2660 Fritts Crossing SE Albuquerque, Bernalillo County, Albuquerque, New Mexico 87106

This agreement, made and entered into this date by and between Seven Properties L.L.P. whose address is: 4808 Jefferson, N.E. Albuquerque, NM 87109

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 2, to lease GS-07B-16796, is to amend the lease as stated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated March 4, 2009 is amended, effective upon execution by the Government, as follows:

1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:

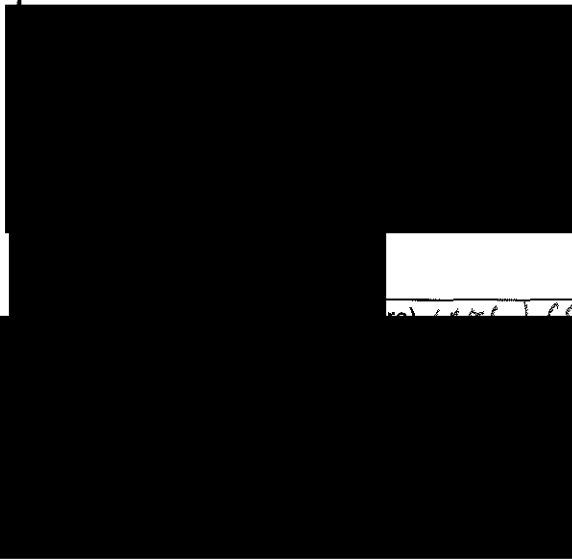
"1. The Lessor hereby leases to the Government the following described premises:
 Approximately 41,847 rentable square feet (approximately 38,952 ANSI/BOMA office area square feet) of office, related space and storage to be constructed on approximately 5 acres in The Mesa Del Sol Development in Albuquerque, Bernalillo County, New Mexico, (as described in Exhibit B attached hereto), and one hundred eighteen (118) on site parking spaces to be used for such purposes as determined by the General Services Administration."

2. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	MONTHLY RENT	ANNUAL RENT
Years 1 – 5	\$142,786.76	\$1,713,441.06
Years 6 – 10	\$147,354.01	\$1,768,248.08
Years 11 – 15	\$152,149.67	\$1,825,796.08
Years 16 – 20	\$143,038.53	\$1,716,462.42

remain in force and effect. and their names as of the above date.



MANAGER
 (Title)
4808 JEFFERSON NE, ALB, NM 87109
 (Address)
 CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 5A18, Fort Worth, TX 76102
 (Official Title)

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8NM2010. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Seven Properties L.L.P.
4808 Jefferson, N.E.
Albuquerque, NM 87109

3. Paragraphs 10. (a) and (b) of the Lease shall be deleted in its entirety and replaced with the following:

"10. (a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$6.886346 per rentable square foot. The base cost of services is established at \$288,172.92 based on \$6.886346 for 41,847 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 3.4, the percentage of occupancy is 100% based on Gross Building Area of 41,847 square feet divided by the Government's premises of 41,847 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined.

4. Paragraph 12 of the Lease shall be deleted in its entirety and the following substituted therefore:

"12. In accordance with Section 3.10 – Common Area Factor of SFO 5NM0053, the Common Area Factor is established as 1.07432%.

5. Paragraph 13 of the Lease shall be deleted in its entirety and the following substituted therefore:

"13. In the event the actual amount of space exceeds 38,952 ANSI/BOMA square feet, there will be no additional cost to the Government."

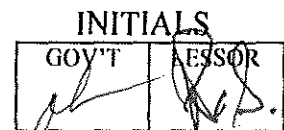
6. Paragraph 14 of the Lease shall be deleted in its entirety and the following substituted therefore:

"14. The tenant buildout will conform to the specifications in SFO 5NM0053 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$1,470,880.49 are amortized for a period of 180 months at 7.25%."

7. Paragraph 19 of the Lease shall be deleted in its entirety and the following substituted therefore:

"19. In accordance with Paragraph 1.13 (Broker Commission and Commission Credit) Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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]. The Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13 only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

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First Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED]. First Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

Second Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED]. Second Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

Third Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED]. Third Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

Fourth Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED]. Fourth Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

Fifth Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED] 3. Fifth Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

Sixth Full Month's Shell is \$105,345.22 minus the Commission Credit of [REDACTED]. Sixth Full Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$142,786.76 - [REDACTED]).

- END OF SLA No. 2 -

INITIALS
GOV'T LESSOR
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