

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 3	DATE (GOVT only) 6-23-11
<b>SUPPLEMENTAL LEASE AGREEMENT</b>		TO LEASE NO: GS-07B-16823
ADDRESS OF PREMISES: Albuquerque Plaza 201 3 <sup>rd</sup> St, Suites 1550 and 1560 Albuquerque, NM 87102-3331		
<p>THIS AGREEMENT, made and entered into this date by and between Albuquerque Plaza Office Investment, LLC, a Delaware limited partnership,</p> <p>whose address is: 121 W Trade St, Suite 2020 Charlotte, NC 28202-1161</p> <p>hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by both parties. The purpose of Supplemental Lease Agreement (SLA) No. 3 is to issue Notice To Proceed on the requested change order in accordance with the attached proposal, attached to and made part of this lease.</p> <p>The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:</p> <ul style="list-style-type: none"> <li>a. Replace four (4) interior 3' x 8'10" solid core UL wood doors numbered 1502, 1528, 1529, and 1530 with new; and,</li> <li>b. Doors shall be finished to match existing and will meet SFO and lease requirements.</li> </ul> <p style="text-align: center;"><i>Continued on Sheet 2, attached hereto and made a part of the lease.</i></p> <p>All other terms and conditions of the lease shall remain in full force and effect.</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<p>LESSOR: Albuquerque Plaza Office Investment, LLC, a Delaware limited partnership,</p> <p>BY _____ <u>Christopher R Smith</u>  <small>(Signature)</small> <small>(Printed Name and Title)</small></p> <p>IN PRESENCE OF (witnessed by) _____  <u>121 W Trade St Ste 2020 Charlotte, NC 28202</u>  <small>(Address)</small></p>		
<b>UNITED STATES OF AMERICA</b> _____		Contracting Officer General Services Administration 819 Taylor St, Fort Worth, TX 76102 <small>(Official Title)</small>

Sheet 2, attached hereto and made a part of lease GS-07B-16823, Supplemental Lease Agreement No.3

The changes described above pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

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 shall change from \$158,721.55 to \$161,013.49. 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.

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.

The Tenant Improvement costs, \$161,013.49, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of six percent (6%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$37,354.10 paid monthly in arrears in the amount of \$3,112.84 and shall be part of the total monthly rental payment.

Upon 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 Cost and amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

Government Initials



Lessor Initials

