

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
**NO 1**

DATE  
3/2/2012

TO LEASE NO.  
**GS-07B-16833**

ADDRESS OF PREMISES: 201 3<sup>rd</sup> Street NW Albuquerque, NM 87102-3331

THIS AGREEMENT, made and entered into this date by and between **Albuquerque Plaza Office Investment, LLC**

whose address is 121 W. Trade St. Ste. 2020  
Charlotte, NC 28202-1161

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

**WHEREAS**, the parties hereto agree to supplement the above Lease.

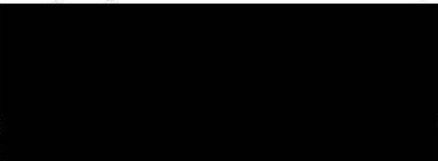
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital.

**All other terms and conditions of this lease shall remain in full force and effect.  
See Attached**

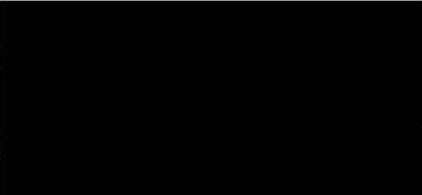
**IN WITNESS WHEREOF**, the parties subscribe their names as of the above date.

**BY: Albuquerque Plaza Office Investment, LLC**

Signature 

President  
Title

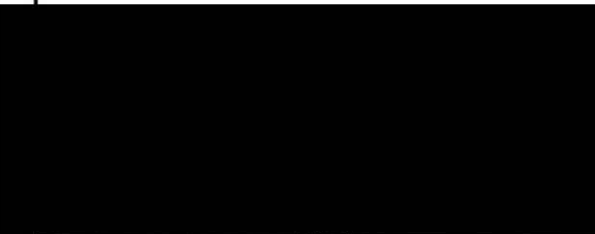
Christopher R. Smith  
Printed Name

Witnessed 

4201 Congress St Ste 451  
(Address)

Jeffrey Witek  
Printed Name

Charlotte NC 28209  
City, State, Zip



GSA Leasing Div. (7PRC)  
819 Taylor St. Room 5A18 Fort Worth, TX 76102  
(Address)

GSA Contracting Officer  
(Official Title)

Supplemental Lease Agreement #1  
GS-07B-16833  
201 3<sup>rd</sup> Street NW  
Albuquerque, NM 87102-3331

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 Gerry Lannom, Architect, dated January 24, 2012. The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer No. 0NM2018, under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor from liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2.) Upon full execution 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 within Ninety (90) working days of receiving the notice to proceed.

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

The total cost of the tenant improvement shall change from \$2,091,636.66 to \$911,864.82. The total Tenant Improvement costs include all Lessor fees for general and administrative costs, overhead and profit and any and all costs associated with the completion of the Tenant Improvements and acceptance by the Government not to exceed ninety (90) working days.

The Tenant Improvement cost of \$911,864.82 shall be amortized over 60 months at a 0% interest rate paid monthly in arrears. The annual amount of the amortized Tenant Improvement cost is \$182,372.96 paid monthly in arrears in the amount of \$15,197.75.

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

This Supplemental Lease Agreement No. 1 consists of 2 pages.

Gov't Initials ML Lessor initials: CR