

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

TO LEASE NO. LNM16933

ADDRESS OF PREMISES

201 3rd 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 4201 Congress Street
Suite 451
Charlotte, NC 28209-4617

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 20, 2012, as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 6 is to establish beneficial occupancy and rent commencement.

Paragraph 1 is restated as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 9,252 rentable square feet (RSF) of office and related space, which yields 8,045 ANSI/BOMA Office Area square feet (ABOA SF) of space on the fourth (4th) floor of the building located at Albuquerque Plaza, 201 3rd Street NW, Albuquerque, NM 87102-3331 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are three (3) structured parking spaces, including one (1) handicapped-designated parking space, for the exclusive use of Government employees and patrons.

Paragraph 2 is deleted in its entirety and replaced with the following:


2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 20, 2012 and continuing through September 19, 2022, subject to termination and renewal rights as may be hereinafter set forth.

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All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date:


FOR THE LESSOR:

Signature: 
Name: Christopher Smith
Title: Manager
Entity Name: Albuquerque Plaza Office Investment
Date: 9/25/12

FOR THE GOVERNMENT:

Signature: 
Name: Thomas H. ...
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/27/12

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: EVJ
Title: ...
Date: 9/25/12

Paragraph 3 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent of \$238,012.33, which includes annual operating costs of \$42,752.00 for September 20, 2012 through September 19, 2017. Tenant Improvements in the total amount of \$308,094.86 shall be amortized through the rent for five years at the rate of 6.0%.

For September 20, 2017 through September 19, 2022, the Government shall pay the Lessor annual rent of \$231,300.00, which includes annual operating costs of \$42,752.00.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Albuquerque Office Investment, LLC
121 W. Trade St., Ste. 2020
Charlotte, NC 28202-1161

Paragraph 4 is deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part at any time after September 20, 2017 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 9 is restated as follows:

9. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE 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]. This Commission is earned upon lease execution and payable per the commission agreement signed by the parties. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments, and 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 and continue for 3 months until the credit has been fully recaptured. See table below.

First full month's rental payment of \$19,834.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second full month's rental payment of \$19,834.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third full month's rental payment of \$19,834.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR
 GOVT