
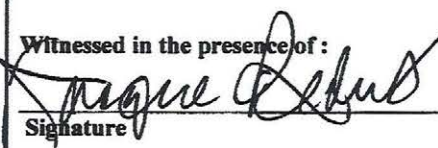

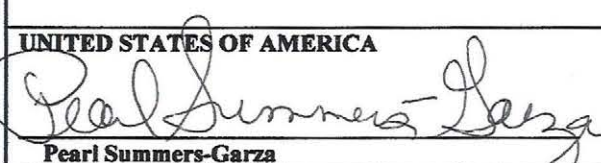


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 5	DATE <u>4/11/12</u>
TO LEASE NO. GS-07B-16726		
ADDRESS OF PREMISES: 5441 Watson Dr. SE, Albuquerque, New Mexico 87106		
THIS AGREEMENT, made and entered into this date by and between Artesia 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 <u>March 5, 2012</u> as follows: 1) To provide for a Notice to Proceed and provide for anticipated date of completion; and 2) To change the total cost of the Tenant Improvements; and 3) To provide for the payment of the total Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and 4) All other terms and conditions are in full force and effect. <div style="text-align: center;">See Attached</div> IN WITNESS WHEREOF, the parties subscribe their names as of the above date.		
Lessor: Artesia Development ABQ-ICE, LTD		
 Signature	<u>MANAGER</u> Title	
<u>BRENT REDUS</u> Printed Name		
Witnessed in the presence of:		
 Signature		
<u>Jacque Redus</u> Printed Name		
City, State, Zip		
UNITED STATES OF AMERICA		
 Pearl Summers-Garza	<u>Lease Contracting Officer</u> (Official Title)	

Supplemental Lease Agreement #5

LTX16726

5441 Watson Dr. SE
Albuquerque, NM 87106

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in C/O #2 as it relates to adding 21 items, which are depicted in Exhibit "A." The total cost of the C/O #2 is \$178,319.00. This change order is a part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of all the tenant improvements is April 6, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from \$11,086,124.19 to \$11,264,443.19 [$\$11,086,124.19 + \$178,319.00 = \$11,264,443.19$]. 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 covered by change order 2 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$2,412,675.00 over the first ten (10) years of the term, monthly, at an interest rate of 7.5%. Additionally, the Government is amortizing the BSAC amount of \$1,593,500.00 over the first ten (10) years, monthly, at an interest rate of 7.5%. The remaining balance of \$7,258,268.19 [$\$11,264,443.19 - \$2,412,675.00 - \$1,593,500.00 = \$7,258,268.19$] shall be paid by lump sum. Please make payments within a 14 day period.

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

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

General Services Administration
ATTN: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, TX 77002
832-397-8478

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials: BSG

Lessor Initials: BM