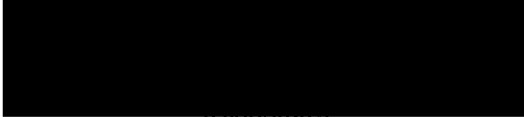




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 2	DATE 5-17-11
TO LEASE NO. GS-07B-16823		
ADDRESS OF PREMISES: Albuquerque Plaza 201 3 rd Street, Suite 1550 and 1560 Albuquerque, NM 87102-3331		
<p>THIS AGREEMENT, made and entered into this date by and between ALBUQUERQUE PLAZA OFFICE INVESTMENT, LLC, a Delaware limited partnership,</p> <p>whose address is</p> <p>121 W TRADE ST STE 2020 CHARLOTTE, NC 28202-1161</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto agree to supplement 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 the Government as follows:</p> <ol style="list-style-type: none"> 1.) Description of the Tenant Improvements to be constructed; and 2.) To provide a Notice to proceed with Tenant Improvement Construction; and 3.) To provide for the payment of the Tenant Improvements; and 4.) All other terms and conditions are in full force and effect. <p>See Attached IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>BY: ALBUQUERQUE PLAZA OFFICE INVESTMENT, LLC, a Delaware limited partnership</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  _____ (Signature) </div> <div style="width: 45%;"> <u>Manager</u> _____ (Title) </div> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> <u>Christopher R. Smith</u> _____ (Printed Name) </div> <p>WITNESSED IN THE PRESENCE OF</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  _____ (Printed Name) </div> <div style="width: 45%;"> <u>121 West Trade St Suite 2020</u> _____ (Address) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>Jeffrey Wilck</u> _____ (Printed Name) </div> <div style="width: 45%;"> <u>Charlotte, NC 28202</u> _____ (City, State, Zip) </div> </div>		
UNITED STATES OF AMERICA BY  <u>DUSTY GRIFFITH</u>	GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST WORTH, TX 76102 CONTRACTING OFFICER _____ (Official Title)	

Supplemental Lease Agreement #2
Lease Number GS-07B-16823
Albuquerque Plaza
201 3rd Street, Suite 1550 and 1560
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 Claudio Vigil Architects dated March 14, 2011, Sheets COVER, G-001, A-101, A-102, A-103, and dated February 15, 2011 Sheets W-001, E-101, E-102, E-103, E-601 and E-602 and Sheet M-101 dated March 22, 2011 for Bureau of Alcohol, Tobacco, Firearms and Explosives at 201 3rd Street, Suite 1550 and 1560, Albuquerque, NM 87102-3331 and is attached as Exhibit "D".

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings. This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2.) Upon full execution and delivery 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 on or before July 4, 2011.

3.) 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 \$301,782.33 to **\$158,721.55**. 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, \$158,721.55, 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 \$36,822.39 paid monthly in arrears in the amount of \$3,068.53 and shall be part of the total monthly rental payment.

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

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

Gov't Initials

Day

Lessor Initials

CRS