

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 5

DATE

8-26-11

TO LEASE NO.
GS-07B-16823

ADDRESS OF PREMISES:

Albuquerque Plaza
201 3rd Street, Suite 1550 and 1560
Albuquerque, NM 87102-3331

THIS AGREEMENT, made and entered into this date by and between ALBUQUERQUE PLAZA OFFICE INVESTMENT, LLC, a Delaware limited partnership,

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 amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended effective upon execution by the Government as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to establish the lease commencement date; accept the tenant improvements; to reflect the finalized construction costs for the tenant improvements; and to adjust the Brokers Commission and the Commission Credit.

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

See Attached

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

BY:  INVESTMENT, LLC, a Delaware limited partnership

(Signature)

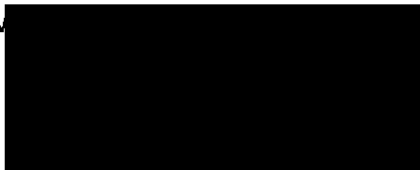
Manager

(Title)

Christopher R. Smith

(Printed Name)

W



Christopher R. Smith
c/o Allegiance Realty Corporation
121 West Trade Street Ste. 2020
Charlotte NC 28202

(Address)

(Printed Name)

(City, State, Zip)

UNITED STATES OF AMERICA

B

GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST
WORTH, TX 76102
CONTRACTING OFFICER

(Official Title)

Paragraph 2 of the Lease is hereby 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 August 10, 2011 and continuing through August 9, 2021, subject to termination and renewal rights as may be hereinafter set forth".

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

3.) "For the period beginning August 10, 2011 and continuing through August 9, 2016 the Government shall pay the Lessor annual rent of \$233,471.93 at the rate of \$19,455.99 per month in arrears consists of annual shell rent of \$156,203.52 at the rate of \$13,016.96 per month, annual operating costs of \$38,945.28 at a rate of \$3,245.44 per month and annual Tenant Improvement costs of \$38,323.13 at a rate of \$3,193.59 per month.

For the period beginning August 10, 2016 and continuing through August 9, 2021 the Government shall pay the Lessor annual rent of \$223,872.00 at the rate of \$18,656.00 per month in arrears consists of annual shell rent of \$184,926.72 at the rate of \$15,410.56 per month, annual operating costs of \$38,945.28 at a rate of \$3,245.44 per month per the table below.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

ALBUQUERQUE PLAZA OFFICE INVESTMENT, LLC
PO BOX 5919
HICKSVILLE, NY 11802-5919"

Paragraph 8 of the Lease is hereby deleted in its entirety and replaced with the following:

8.) "In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$165,190.44 shall be amortized through the rent for 5 years at the rate of 6%. The total annual cost of Tenant Improvements for the amortization period shall be \$38,323.13."

Paragraph 14 of the Lease is hereby deleted in its entirety and replaced with the following:

14.) "The Lessor and the Broker have agreed to a cooperating lease commission equal to 4% of the aggregate lease value for the firm term of the lease. The total amount of the commission is \$10,000.00. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 40% of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is \$4,000.00. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the *Broker Commission and Commission Credit* paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this SLA#5, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$19,455.99 minus prorated Commission Credit of \$6,666.67 equals \$12,789.32 as the adjusted First Month's Rent.

Second Month's Rental Payment \$19,455.99 minus prorated Commission Credit of \$6,666.67 equals \$12,789.32 as the adjusted Second Month's Rent."

Paragraph 21 of the Lease is hereby deleted in its entirety and replaced with the following:

21.) "Lease GS-07B-14121 is hereby terminated and replaced with lease GS-07B-16823".