

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-07B-16833
ADDRESS OF PREMISES	PDN Number:

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 to establish beneficial Occupancy, and to modify lease language..


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


A. Paragraphs 1, 2, 3, 4, 8, & 15 of the lease contract are hereby deleted in their entirety and replaced as follows:

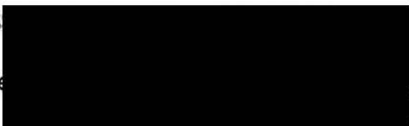
1. The Lessor hereby leases to the Government the following described premises:
 - "1. A total of 63,957 rentable square feet (RSF) of office and related space, which yields 54,617 ANSI/BOMA Office Area square feet (USF) of space at Albuquerque Plaza, 7th, 8th, 9th, & 10th Floors, 201 3rd Street NW, 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 24 structured and reserved parking spaces for exclusive use of Government employees and patrons."
 - "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, five (5) years firm, beginning on November 1, 2012 to October 31, 2022, subject to termination and renewal rights as may be hereafter set forth."

This Lease Amendment contains 2 pages.

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 R. Smith
 Title: President
 Entity Name: Albuquerque Plaza Office Investment, LLC
 Date: 12/13/12

FOR THE GOVERNMENT 
 Signature: _____
 Name: Nancy Lopez
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 12-20-2012

WITNESSES 
 Signature: _____
 Name: _____
 Title: EUP
 Date: 12/13/12

"3. The Government shall pay the Lessor annual rent for the entire term, annually, as follows:

For months 1 through 12, annual rent of \$1,601,471.95 at the rate of \$133,456.00 per month in arrears:

	Annual Rent
Shell Rent	\$1,118,497.87
Operating Cost	\$295,135.00
Amortization of TI	\$187,839.08
Full Service Rent	\$1,601,471.95

For months 13 through 60, annual rent of \$1,691,011.75 at the rate of \$140,917.65 per month in arrears:

	Annual Rent
Shell Rent	\$1,208,037.67
Operating Cost	\$295,135.00
Amortization of TI	\$187,839.08
Full Service Rent	\$1,691,011.75

For months 61 through 120, annual rent of \$1,659,684.15 at the rate of \$138,307.01 per month in arrears:

	Annual Rent
Shell Rent	\$1,364,549.15
Operating Cost	\$295,135.00
Amortization of TI	\$00.00
Full Service Rent	\$1,659,684.15

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

ALBUQUERQUE PLAZA OFFICE INVESTMENT, LLC
 4201 CONGRESS STREET, SUITE 451
 CHARLOTTE, NC 28209-4617"

"4. The Government may terminate this lease, in whole or in part, at any time on or after October 31, 2017, by giving the Lessor at least sixty (60) days' notice in writing. No rent shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the day of mailing."

"8. Rent includes a Tenant Improvement amount of \$939,195.42 shall be amortized through the rent for 5 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$187,839.08."

"15. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. 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 Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. 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 of \$133,456.00 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$133,456.00 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

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

----- Last Item -----

INITIALS:  LESSOR &  GOV'T