

**SUPPLEMENTAL LEASE AGREEMENT**

|                                       |                          |                |                |
|---------------------------------------|--------------------------|----------------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT NO.<br>2 | TO LEASE NO.<br>LNM16933 | DATE<br>7/3/12 | PAGE<br>1 of 2 |
|---------------------------------------|--------------------------|----------------|----------------|

ADDRESS OF PREMISES  
201 3<sup>rd</sup> 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 to order tenant improvements which exceed the tenant improvement allowance.

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


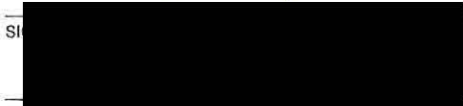

- I. This Supplemental Lease Agreement (SLA) is your Notice to Proceed to furnish and install tenant improvements as required and outlined in SFO No. ONM2091. The total cost for the tenant improvements is \$416,876.84. Of the \$416,876.84, only \$308,094.86 has been amortized into the rent at 6% for 60 months. The Government hereby orders the balance of \$108,781.98.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$108,781.98, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Continued on Page 2

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

|  |   |
|--|---|
| <b>LESSOR</b>  |   |
| SIGNATURE<br> | NAME OF SIGNER<br>Christopher R. Smith          |
| ADDRESS<br>4201 Congress St, Ste 451, Charlotte, NC 28209  |   |
| <b>IN PRESENCE OF</b>  |   |
| SIGNATURE<br> | NAME OF SIGNER<br>Jeffrey Witek                 |
| ADDRESS<br>4201 Congress, St, Ste, 451 Charlotte, NC 28209                                       |   |
| <b>UNITED STATES OF AMERICA</b>  |   |
| SIGNATURE<br> | NAME OF SIGNER<br>Thomas ABRAHAM                |
|  | OFFICIAL TITLE OF SIGNER<br>CONTRACTING OFFICER |

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: GSA CONTRACTING OFFICER – Thomas Abraham  
1919 Smith Street, Suite 1600  
Houston, TX 77002-8049

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **PS0023817**

III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (7 pages).

IV. The Lessor hereby waives restoration as a result of all improvements.

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

*CS TA*