

SUPPLEMENTAL LEASE AGREEMENT
Number 2

Lease Number: GS-07B-16871

Date: Sept. 1, 2011

Building Address: Jefferson Plaza
4041 Jefferson Plaza NE
Albuquerque, NM 87109 - 3477

THIS AGREEMENT, made and entered into this date by and between **Jefferson Plaza LLC** whose address is 6300 Riverside Plaza Lane NW, Albuquerque, NM, 87120 – 2617

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government to increase the rental rate, accept the tenant improvements, and adjust the Broker Commission and Commission Credit.

Paragraphs 3 and 10 are deleted in their entirety and the follow substituted therefore. Paragraph 27 is added.

3. Effective August 12, 2011, The Government shall pay the Lessor a total annual rent of 411,955.88 at the rate of \$34,329.66 per month in arrears for years 1 – 2, which consists of annual operating costs of \$75,244.00. The Lessor is providing a rent credit in the amount of \$55,458.50 which shall be withheld as follows: \$27,729.75 shall be withheld per month, during the first two months of full rent.

The Government shall pay the Lessor a total annual rent of \$420,974.88, paid monthly in arrears for years 3-4, which consists of annual operating costs of \$75,244.00. CPI increases due under this lease are not included in this number.

The Government shall pay the Lessor a total annual rent of \$429,993.88, paid monthly in arrears for year 5, which consists of annual operating costs of \$75,244.00. CPI increases due under this lease are not included in this number.

Rent for a lesser period shall be prorated. Rent shall be made payable to: JEFFERSON PLAZA LLC
6300 RIVERSIDE PLAZA LANE NW, ALBUQUERQUE, NM 87120 – 2617

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

Lessor: Jefferson Plaza LLC

By

In

MANAGER

(Title)

6300 Riverside Plaza Lane
Suite 200
ALBUQUERQUE, NM 87120

(Address)

Public Buildings Service.

Contracting Officer
(Official Title)



10. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] () of the firm term value of this lease ("Commission"). Based upon the actual amount of tenant improvement allowance used, the total amount of the Commission is [REDACTED]. The commission is payable per the Commission Agreement between CBRE and the Lessor. Due to the Commission Credit described in SFO paragraph 2.4B only [REDACTED], which is [REDACTED] () of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] () of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing under this lease to fully recapture this Commission Credit. Notwithstanding paragraph 3 of this Standard Form 2, the reduction in shell rent shall commence the third full month of the lease. As a result of this Supplemental Lease Agreement, an adjustment has been made to the firm term value of this lease, previously established in the Standard Form 2, thus adjusting the amount of commission owed to CBRE, the balance of the commission due at occupancy, per the Commission Agreement between CBRE and the Lessor shall be reconciled between CBRE and the Lessor.

27. In accordance to paragraph 25 of SLA 1 of this lease, all work required per Exhibits A and B have been completed, inspected and are accepted by the Government.

Initials: gfs & [Signature]
Lessor Govt