

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 3

DATE

2/3/2012

TO LEASE NO. GS-04B-61818

THIS AGREEMENT, made and entered into this date by and between [REDACTED]

whose address is [REDACTED]

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 effective as of 12/1/11, as follows:

1. Part I, A - "Requirements" are amended to show the lease term as 12/1/11 through 11/30/21 with termination rights on or after 12/1/16 upon 60 days written notice by the Government.
2. Attachment J is amended in accordance with change orders reflected in SLA 2. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Annual Rent	Rate per RSF	Rate per OASF	Monthly
12/1/11 - 11/30/16	\$ 46,114.20	\$ 30.14	\$ 37.19	\$ 3,842.85
12/1/16 - 11/30/21	\$ 47,996.10	\$ 31.37	\$ 38.71	\$ 3,999.675

For the firm term, the Government's annual rental payment of \$46,114.20 (\$30.14 per RSF) based on 1,530 RSF/1,240 USF includes: annual shell rent of \$26,489.30 (\$17.31 per RSF), annual TI amortization of \$9,679.90 (6.33 PRSF) for \$44,892.63 T/I @ 3% for 5 years, and annual operating rent of \$9,945.00 (\$ 6.50 per RSF). No reserved surface parking spaces are required for the Small Business Administration however, 16 surface spaces are required on site or within one block of the offered building at no additional charge.

For the remaining term, the Government's annual rental payment of \$47,996.10 (\$31.37 per RSF) includes: annual shell rent of \$ 38,051.10 (\$24.87 per RSF), and annual operating rent of \$ 9,945.00 (\$6.50 per RSF) as adjusted by CPI. No reserved surface parking spaces are required for the Small Business Administration however, 16 surface spaces are required on site or within one block of the offered building at no additional charge.

3. The Tenant Improvement Allowance (T/I) is adjusted as follows:

The amount of change orders in SLA2 is \$2,535.57 which is in addition to the SLA 1 NTP in the amount of \$42,357.06 for a total T/I expenditure of \$44,892.63 (space build-out in Suite 201). \$44,892.43 shall be amortized in the rent at a 3% amortization rate. Therefore, the T/I rate is adjusted to reflect \$6.33 prsf for years 1-5.

4. The Lessor hereby waives restoration.

CONTINUED ON PAGE 2 OF 2
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: First Citizens Bank & Trust Company

BY [Signature]
(Signature)

IN THE PRESENCE OF

[Signature]
(Signature)

Vice President
(Title)

[REDACTED]
(Address)

UNITED STATES OF AMERICA
GLYNDA M. GRIEVE

BY [Signature]
(Signature)

Contracting Officer
General Services Administration
(Official Title)

5.Except as modified in this Agreement, all other terms and conditions of the lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

6.Attachment J referencing broker fee is amended as follows:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease for the Buyer's Broker. 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. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: One hundred percent (100%) is due and payable within 30 days after lease award.

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 \$ 3,842.85 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$ 3,842.85 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

////////////////////////////////////END OF SLA 3 //////////////////////////////////////

Initials:

TJB
Lessor

[Signature]
Govt.