

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 5</b>  <b>TO LEASE NO. GS-04P-LNC60333</b>
<b>ADDRESS OF PREMISES</b> 3340 Jaeckle Drive Wilmington, NC 28403-2650	<b>PDN Number:</b> N/A

**THIS AMENDMENT** is made and entered into between **ABINTO CORPORATION: DBA BURNT MILL BUSINESS PARK** whose address is: 3205 Randall Parkway Suite 103 Wilmington, NC 28403-2565

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) To incorporate the punch list at substantial completion as "Exhibit A", and
- 2) To accept the space as substantially complete, and
- 3) To revise the Rent; and
- 4) To revise the Broker Commission and Commission Credit; and
- 5) To establish the total cost of the TIs; and
- 6) To provide the method of payment of the total TIs; and
- 7) Delete the Building Specific Amortized Capital (BSAC) requirement in its entirety and
- 8) All other terms and conditions shall remain in full force and effect

See Page 2

This Lease Amendment contains 6 pages including Exhibit A

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: ABINTO CORPORATION: DBA BURNT MILL BUSINESS PARK**  
 Signature: [Redacted]  
 Name: NORMAN E. BEAULSFORD  
 Title: VICE PRESIDENT  
 Entity Name: ABINTO CORPORATION.  
 Date: 8/25/17

**FOR THE GOVERNMENT**  
 Signature: [Redacted]  
 Name: Lesandra Greer  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 8/25/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
 Name: HARRY BAYADA  
 Title: PROPERTY MANAGER  
 Date: 8/25/17

- 1.) The Wilmington NC Punch list dated April 5, 2017 attached as Exhibit A (3 Pages) shall be incorporated into the Lease.
- 2.) The Government accepts the space as substantially complete as of March 31, 2017.
- 3.) Paragraph 1.03 RENT AND OTHER CONSIDERATION (SEP 2013) of Lease No. GS-04P-LNC60333 is deleted in its entirety and replaced with the following:

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	NON-FIRM TERM 6/26/16 - 3/31/17	FIRM TERM 4/1/17 - 6/25/21	FIRM TERM 6/26/21 - 3/31/22	NON-FIRM TERM 4/1/22 - 6/25/26
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$198,310.00	\$198,310.00	\$208,225.50	\$208,225.50
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$17,107.74	\$17,107.74	\$0.00
OPERATING COSTS <sup>3</sup>	\$84,706.70	\$84,706.70	\$84,706.70	\$84,706.70
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$283,016.70</b>	<b>\$300,124.44</b>	<b>\$310,039.94</b>	<b>\$292,932.20</b>

<sup>1</sup>Shell rent calculation:

(Non-Firm Term: 6/26/16 - 3/31/17) \$14.00 per RSF multiplied by 14,165 RSF

(Firm Term: 4/1/17- 6/25/21) \$14.00 per RSF multiplied by 14,165 RSF

(Firm Term: 6/26/21 - 3/31/22) \$14.70 per RSF multiplied by 14,165 RSF

(Non-Firm Term: 4/1/22 - 6/25/26) \$14.70 per RSF multiplied by 14,165 RSF.

<sup>2</sup>The Tenant Improvement Cost of \$77,411.18 is amortized at a rate of 4.00 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$5.98 per RSF multiplied by 14,165 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$5,636.00 are amortized at a rate of 4 percent per annum over 5 years

<sup>5</sup>Parking costs are for 50 surface/outside parking spaces reflecting a rate of \$0.00 per surface space per month.

### INTENTIONALLY DELETED

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 12,317 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

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G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED.

- 4.) Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of Lease No. GS-04P-LNC60003 is deleted in its entirety and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

- A. Jones Lang LaSalle (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit..
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The adjustment in shell rent shall commence with the FIFTH month of the rental payments after March 31, 2017 and continue as indicated in this schedule for adjusted Monthly Rent:

Month 5 Rental Payment \$25,010.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 6 Rental Payment \$25,010.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 7 Rental Payment \$25,010.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

The first commission payment was made to the Broker in the amount of [REDACTED]. The remaining balance of [REDACTED] should be paid to the Broker upon the earlier of Tenant's occupancy of the premises or the commencement date of the Lease.

- 5) The Government and the Lessor have agreed that the total cost of the TIs, and including all approved change orders, is \$77,411.18. The TI costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs
- 6) The Government shall pay for the total Tenant Improvement Cost by amortizing \$77,411.18 over the firm term of the Lease at an interest rate of 4.00 percent.
- 7) Building Specific Amortized Capital (BSAC) of \$5,636.00 and the associated Scope of work is hereby deleted.
- 8) All other terms and conditions shall remain in full force and effect.

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[Signature]  
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