

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 3

LEASE AMENDMENT

TO LEASE NO. GS-04P-LNC60333

ADDRESS OF PREMISES

3340 Jaeckle Drive, Wilmington, NC 28403-2650

PDN Number: 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 28403-2564

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 August 1, 2016 as follows:

Paragraph 1.01 (A) THE PREMISES (JUN 2012) is amended as follows:

The Premises are described as follows:

A. Office and Related Space: 14,165 rentable square feet (RSF), yielding 12,317 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the XX floor(s) and known as Suite(s) XX, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

Paragraph 1.02 (A) 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) is amended as follows:

A. Parking: 50 parking spaces (10 for visitors and 40 for employees) as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 50 shall be surface/outside parking spaces. Or, a parking ratio of 4 parking spaces per 1,133 RSF. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Parking should be included in rent with no additional fees incurred.

This Lease Amendment contains 2 page(s).

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

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

OR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: NORMAN E. BRAILSFORD
Title: VICE PRESIDENT
Entity Name: ABINTO CORPORATION
Date: 8/3/2016

Signature: [Redacted]
Name: Wanda P. Hardman
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/4/16

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Traci Bradwell
Title: office manager
Date: 8-3-16

Paragraph 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is amended as follows:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 38 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 14,165 RSF by the total Building space of 37,271 RSF.

Paragraph 1.14 REAL ESTATE TAX BASE (SEP 2013) is hereby deleted in its entirety.

Paragraph 1.15 OPERATING COST BASE (SEP 2013) is amended as follows:

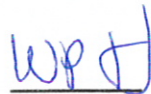
The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.98 per RSF (\$84,706.70/annum).

| | JUNE 26, 2016 – JUNE 25, 2021 | JUNE 26, 2021 – JUNE 25, 2026 |
|--|----------------------------------|----------------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$198,310.00 | \$208,225.50 |
| TENANT IMPROVEMENTS RENT ² | \$ TBD | \$0.00 |
| OPERATING COSTS ³ | \$ 84,706.70 | \$ 84,706.70 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ TBD | \$0.00 |
| PARKING ⁵ | \$ 0.00 | \$ 0.00 |
| TOTAL ANNUAL RENT | \$283,016.70 | \$292,932.20 |

INITIALS:


LESSOR

&


GOVT