

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. #4	TO LEASE NO. GS-04B-61024	DATE 02/13/2013	PAGE 1 of 2
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ADDRESS OF PREMISE
3545 Whitehall Park Drive, Charlotte, NC 28273-4180

THIS AGREEMENT, made and entered into this date by and between WHITEHALL CORPORATE CENTER #5, LLC whose address is 3545 WHITEHALL PARK DRIVE CHARLOTTE, NC 28273-4180

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.

1. Paragraph 1 has been changed to read:

"1. A total of 24,632 rentable square feet (RSF) of office and related space, which yields 21,419 ANSI/ROMA Office Area square feet (USF) located at 3545 Whitehall Park Drive, Suite 200, Charlotte, NC 28273-4180 together with a minimum of 3 parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration.

2. Paragraph 2 deleted in it's entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 16, 2013 through January 15, 2033, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>Term</u>	<u>Annual Shell</u>	<u>Operating</u>	<u>Annual TI</u>	<u>Annual Rental</u>	<u>Rate per RSF</u>	<u>Rate Per ABOASF</u>	<u>Monthly Rental</u>
01/16/13-01/15/18	\$352,394.60	\$97,753.00	\$87,322.64	\$537,470.24	\$21.82	\$25.09	\$44,789.19
01/16/18-01/15/23	\$404,860.76	\$97,753.00	\$87,322.64	\$589,936.40	\$23.95	\$27.55	\$49,161.37
01/16/23-01/15/28	\$465,455.48	\$97,753.00	\$87,322.64	\$650,531.12	\$26.41	\$30.38	\$54,210.93
01/16/28-01/15/33	\$530,363.00	\$97,753.00		\$628,116.00	\$25.50	\$29.33	\$52,343.00

Note #1: The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

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

LESSOR

		NAME OF SIGNER Paul Herndon
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ADDRESS **3700 Arco Corporate Drive, Suite 350, Charlotte, NC 28273**

IN PRESENCE OF

		NAME OF SIGNER David Jarrett
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3700 Arco Corporate Drive, Suite 350, Charlotte, NC 28273

UNITED STATES OF AMERICA

		NAME OF SIGNER Alvin Jackson
		OFFICIAL TITLE OF SIGNER Lease Contracting Officer

3. Paragraph 16 is stated in entirety:

"16. In accordance with Solicitation for Offers ONC2036 paragraph 2.4, Broker Commission and Commission Credit, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] percent of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured. The total initial annual rent is [REDACTED], which equals [REDACTED] 9 (rounded) per month. The commission credit will be taken over the first seven (7) months of the lease term with a monthly credit of [REDACTED] for 4 months and [REDACTED] for the remaining 3 months.

First month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

Sixth month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] 0 (adjusted sixth month's rent).

Seventh month's rental payment of \$44,789.19 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted seventh month's rent).

Except as modified in this Agreement, all 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 this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

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INITIALS:


LESSOR

&


GOVT