

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61171	DATE 11-15-12	PAGE 1 of 2
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ADDRESS OF PREMISES
225 Green Street, Suite 300, Fayetteville, NC 28301-5065

THIS AGREEMENT, made and entered into this date by and between **Allison Holdings, LLC**

whose address is 225 GREEN STREET, SUITE 1103
FAYETTEVILLE, NC 28301-5047

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

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution of this Supplemental Lease Agreement (SLA) by the Government, as follows to establish beneficial occupancy. Paragraphs 1.02B, 1.03A, 1.04, and 1.05 are deleted in their entirety and the following substituted therefor:


1. The Lessor hereby leases to the Government the following described premises:
A total of 5,682 rentable (4,898 ANSI/BOMA) square feet of fully serviced office and related spaced located at 225 Green Street, Suite 300, Fayetteville, NC 28301.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 8, 2012, and continuing for a term of five (5) years expiring November 7, 2017 with termination rights set forth herein.

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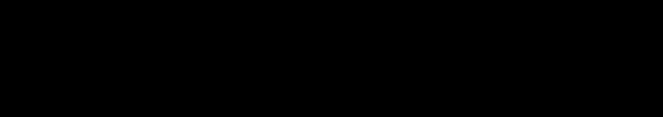
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER STAN FUTRELL
	ADDRESS 225 Green Street, Suite 300, Fayetteville, NC 28301-5065

SIGNATURE 	NAME OF SIGNER CINDY MASON
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STATES OF AMERICA

	NAME OF SIGNER LeShaundra Greer
	OFFICIAL TITLE OF SIGNER GSA Lease Contracting Specialist

Paragraph 1.02B "EXPRESS APPURTENANT RIGHTS (APR 2011)"

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

Please note the "Antenna Roof Rent" shall be included in the Full Service Rental Rate in Paragraph 1.03.A of the Lease Contract in order to accommodate the Agency's requirement for roof access for the purposes of an additional antenna's installation, operation and maintenance.

Paragraph 1.03A "RENT AND OTHER CONSIDERATION – SUCCEEDING (APR 2011)":

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

	11/08/2012-11/07/2015		11/08/2015-11/07/2017	
	ANNUAL RENT	ANNUAL RATE / RSF ²	ANNUAL RENT	ANNUAL RATE / RSF ²
SHELL RENTAL RATE	\$49,688.76	\$8.75	\$49,688.76	\$8.75
TENANT IMPROVEMENTS RENTAL RATE ¹	\$12,939.67	\$2.28	\$0.00	\$0.00
OPERATING COSTS	\$33,003.63	\$5.81	\$33,003.63	\$5.81
ANTENNA ROOF RENTAL RATE	\$3,600.00	\$0.63	\$3,600.00	\$0.63
FULL SERVICE RENTAL RATE	\$99,232.06	\$17.47	\$86,292.39	\$15.19

¹The Tenant Improvements Allowance of \$38,819.00 is amortized at a rate of zero (0) percent per annum for three (3) years (\$2.28 / RSF, \$2.64 / ABOASF rounded), using end of the month payments.

² Rates may be rounded.

Paragraph 1.04 "BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)":

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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, 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:

- Month 1 Rental Payment \$8,269.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$8,269.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Paragraph 1.05 "TERMINATION RIGHT (APR 2011)":

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease (**November 7, 2015**) by providing not less than **sixty (60)** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

All other terms and conditions remain in full force and effect.