SUPPLEMENTAL LEASE AGREEMENT					
SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-048- 62121	DATE	2012 PAGE	1 of 2	
ADDRESS OF PREMISES 434 FAYETTEVILLE	STREET, SUITE 2146, RALEIGH, I	NORTH CAROLI	NA 27601-1701		

THIS AGREEMENT, made and entered into this date by and between PHOENIX LIMITED PARTNERSHIP OF RALEIGH

whose address is 434 Fayetteville Street, Suite 2060, Raleigh, North Carolina 27601-1701

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 November 19, 2012, as follows:

Paragraph 1.01 THE PREMISES is deleted in entirety and replaced as follows:

"The premises are described as follows:

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Office and Related Space: 3,512 rentable square feet (RSF), yielding 3,054 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the 21st floor (s) and known as Suite(s) 2145 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A."

Paragraph 1.03.A. RENT AND OTHER CONSIDERATION is deleted in entirety and replaced as follows:

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

	FIRM TERM		NON FIRM TERM		
	Annual Rent	Annual Rate/RSF	ANHUAL RENT	ANNUAL RATE/RSF	
SHELL RENT	\$63,040,40	\$17.95	\$74,665.12	\$21.26	
TENANT IMPROVEMENTS RENT ¹	\$37,972.66	\$10.81 ³	\$n/a	\$N/A ³	
OPERATING COSTS	\$21,027.65	\$5,99	\$21,027.65	\$5.99*	
BUILDING SPECIFIC SECURITY ²	\$ N/A	\$N/A3	\$N/A	\$N/A ³	
TOTAL ANNUAL RENT	\$122.040.71	\$34.75	\$95,692,77	\$27.25	

The Tenant Improvement Allowance is amortized at a rate of 6 percent per annum over 6 years.

²Building Specific Security Costs are amortized at a rate of n/a percent per annum over n/a years.

Rates may be rounded

*Subject to 2.07 escalated rate according to Operating Cost Adjustment at commencement of Non Firm Term

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 Laase or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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

	LESSOR		
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SIGNATURE	· · · · · · · · · · · · · · · · · · ·	NAME OF SIGNER	
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		NAME OF SIGNER	
		SHANIKA DONALDSON, CONTRACTING OFFICE	R
		OFFICIAL TITLE OF SIGNER	the start, the start start and the start of
		GSA FO	RM 276 (REV. 8/2006)

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Lease Contract GS-04B-62121 Supplemental Lease Agreement No. 01 Continuation Page 2 of 2 Pages

Paragraph 1.03.B. RENT AND OTHER CONSIDERATION is deleted in entirety and replaced as follows:

"B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 3,054 ABOA SF based upon the methodology outlined under the "payment" clauses of GSA Form 3517."

Paragraph 1.04.A. BROKER COMMISSION AND COMMISSION CREDIT is deleted in entirety and replaced as follows:

A. Studley, Inc. sub-contracted to Gwen E. Fogel ('Broker') is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is **statuted**, and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only **statuted**, of the Commission, will be payable to Gwen E. Fogel with the remaining **statuted**, 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 is shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly instalkments over the shortest time practicable.

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 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 \$10,170.06 minus prorated commission credit of Month 2 Rental Payment \$10,170.06 minus prorated commission credit of Month 2 Rental Payment \$10,170.06 minus prorated commission credit of

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Paragraph 1.08 TENANT IMPROVEMENT ALLOWANCE is deleted in entirety and replaced as follows:

"The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$53,60 per ABOA SF or \$163,679,74. The TIA is the amount that the Lesson shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6 percent."

Paragraph 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE is deleted in entirety and replaced as follows:

"As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is .7983 percent. The percentage of occupancy is derived by dividing the total Government space of 3,512 RSF by the total building space of 441,051 RSF."

OPERATING COST BASE

"The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.99 per rentable sq. ft (\$21,027.65/annum)."

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 supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.