

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-04B-62121
ADDRESS OF PREMISES 434 Fayetteville Street, Suite 2145, Raleigh, NC 27601-1701	PDN Number: PS0026962

THIS AMENDMENT is made and entered into 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:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **December 12, 2014** upon the Government's execution of this Lease Amendment as follows:

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

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2014 through September 30, 2024, subject to termination and renewal rights as may be hereinafter set forth.

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

	FIRM TERM 10/01/14-09/30/19		NON FIRM TERM 10/01/19-09/30/25	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$63,040.41	\$17.95	\$74,685.12	\$21.26
TENANT IMPROVEMENTS RENT ¹	\$37,531.12	\$10.68 ¹	\$N/A	\$N/A ¹
OPERATING COSTS	\$21,027.65	\$5.99	\$21,027.65	\$5.99*
BUILDING SPECIFIC SECURITY ²	\$ N/A	\$N/A ²	\$N/A	\$N/A ²
TOTAL ANNUAL RENT	\$121,599.18	\$34.62	\$95,692.77	\$27.25

INITIAL
 9/30/2024
 SD
 SD

¹The Tenant Improvement Allowance is amortized at a rate of 6 percent per annum over 5 years.

This Lease Amendment contains 2 pages.

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:

Phoenix Limited Partnership of Raleigh
 BY: ACQUISITION GROUP INC. AS General Partner

Signature: BY: [Redacted]
 Name: CRAIG SHIMOMURA
 Title: VICE PRESIDENT
 Entity Name: ACQUISITION GROUP INC.
 Date: 2/5/15

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 2/9/15

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: [Redacted]
 Title: [Redacted] Group, Inc.
 Date: [Redacted]

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

³Rates may be rounded (See Rent Table Attachment).

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

B. In separate Supplemental Lease Agreement #2 dated August 16, 2013, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$784,523.19, and Supplemental Lease Agreement #3 dated February 26, 2014, revised a total Tenant Improvements to \$887,292.00. In Supplemental Lease Agreement #4, the total costs for tenant improvement was revised to \$927,271.00. The tenant improvement allowance is reduced by \$1,903.25 to \$161,776.49. \$161,776.49 will be amortized over 60 months of the firm term of the Lease at 6% annual interest rate with a lump sum payment increased by \$1,903.25 to \$765,494.51.

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 [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 Gwen E. Fogel 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 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 \$10,133.26 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$10,133.26 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$10,133.26 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd 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.

//////////END OF SLA#6////////

INITIALS: TN & SD
LESSOR & GOVT