

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS- <u>04B</u> - <u>LNC62604</u>
ADDRESS OF PREMISES : 3205 Randall Parkway, Suite 103 Wilmington, NC 28403-2564	PDN Number:

THIS AMENDMENT is made and entered into between Abinto Corporation

whose address is: 3205 Randall Parkway 2nd Floor, suite 202, 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 to clarify and state the term dates and termination rights of said lease..

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree upon the Government's execution said Lease is amended, effective October 01, 2014 as follows:

- I. Lease Term is hereby deleted and replaced as follows:

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for the following period through

October 1, 2014 – September 30, 2019

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.


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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:

Signature: 
Name: HARRY J. BOKNEGUT
Title: VICE PRESIDENT
Entity Name: ABINTO CORPORATION
Date: 10/9/14

FOR THE


Signature: 
Name: COLLEEN G. CREE
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/22/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: HARRY J. BOKNEGUT
Title: OPERATIONS MANAGER
Date: 10/9/14

II. **1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)** is hereby deleted and replaced as follows:

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

	OCTOBER 1, 2014-SEPTEMBER 30, 2019
	ANNUAL RENT
SHELL RENT ¹	\$41,592.88
TENANT IMPROVEMENTS RENT ²	\$0.00
OPERATING COSTS ³	\$ 23,750.02
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 0.00
PARKING ⁵	\$ 0.00
TOTAL ANNUAL RENT	\$65,342.90

¹Shell rent (Firm and Soft Term) calculation: \$10.28 per RSF multiplied by 4,046 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 7 percent per annum over 0 years.

³Operating Costs rent calculation: \$5.87 per RSF multiplied by 4,046 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.00 percent per annum over 0 years

⁵Parking costs described under sub-paragraph G below

III. **1.05 TERMINATION RIGHTS (AUG 2011)** is hereby deleted and replaced as follows:

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term **September 30, 2016** of this Lease by providing not less than **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.

IV. **1.13 Operating Cost Bas (Aug 2011)**

The Parties agree that for the purpose of applying the paragraph titles "Operating Cost Adjustment" that the Lessor's base rate for operating costs shall be **\$5.87 per RSF (\$23,750.02/annum)**.

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INITIALS: WAB & LA
LESSOR GOVT