

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	
ADDRESS OF PREMISES Park Office Center 800 Park Drive Durham, NC 27709-4385	TO LEASE NO. GS-04B-62477

THIS AGREEMENT, made and entered into this date by and between Davis 54, LLC

whose address is: 12 Davis Drive, PO Box 12255, Research Triangle, NC 27709-0003

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; to approve the Tenant Improvements Pricing Proposal submitted by Lessor in compliance with Sections 4.03 and 4.04 of that certain Lease –GS-04B-62447 signed by the Government on August 8, 2014; and to establish a partial Notice to Proceed pursuant to Section 4.03 of the Lease – GS-04B-62447.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:


- 1). The Lessor's Tenant Improvements Price Proposal in the amount of \$ 1,872,995.94 and detailed in Exhibit A to this LA #4 is considered fair and reasonable by the Government and is hereby approved by the Government as in compliance with Sections 4.03 and 4.04 of the Lease GS-04B-62447.;
- 2). This Lease Amendment (LA) No. 4 is Lessor's partial **Notice to Proceed (NTP)** to furnish and install tenant improvements as required and outlined in **Lease No. GS-04B-62477** and further defined by the Construction Documents (CDs) listed in Exhibit B hereto. This Notice to Proceed provides to Lessor a full release to contract for and proceed with all the improvements described in the CDs, the portion of which the Government is required to fund shall not exceed \$1,872,995.94;
- 3). The Government will immediately request and shall obtain within twenty (20) working days from the date of this Amendment No. 4, additional funding in the amount of \$1,630.98 in order to fund the balance of the revised Tenant Improvements Pricing Proposal totaling \$1,873,428.84 submitted to the Government's representative on October 20, 2015;
- 4) The Government shall issue Lease Amendment No. 5 to Lessor within twenty five (25) working days from date of this Amendment obligating the Government to fund the additional amount of \$1,630.98; and
- 5) The parties acknowledge that there is a shortfall in the amount of \$610,686.66 between the Tenant Improvements Allowance of \$1,262,309.28 and the Tenant Improvements Pricing Proposal of \$1,872,995.94. Pursuant to Section 1.09.C.2 of the Lease, the Government elects to fund the Shortfall in one lump sum payment. The Government shall pay to Lessor all of the Shortfall within thirty calendar days of receipt from Lessor (i) an invoice for the Shortfall and (ii) a copy of the document issued by the authority having jurisdiction granting the right of occupancy of the initial leased space. Neither the Red Space nor the Option Space shall have any bearing on the Government's obligation to fund the Shortfall.

END OF LEASE AMENDMENT 4

This Lease Amendment contains 3 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



 Name: Robert Thomas Geobis
 Title: CEO
 Entity Name: Davis 54, LLC
 Date: 11/2/15

FOR THE G

Signature:
 Name:
 Title:

GSA, Public Buildings Service, 9PRIDA
 Date: 11/16/2015

WITNESSED FOR


 Signature:
 Name: Michelle Stiles
 Title: Controller
 Date: 11/2/15