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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE<br/>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 8<br>LEASE NO. GS-04B-62477 |
| ADDRESS OF PREMISES<br>Park Office Center<br>800 Park Drive<br>Durham, NC 27709-4385    |   |

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 accept the space as described below and establish the effective date of the lease commencement:

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:

A. Effective March 28, 2016 the Government accepts 35,375 ABOA / 39,012 RSF on the 4<sup>th</sup> floor (Exhibit A) and 5th floor (Lease Amendment 3 – Exhibit B – Location of Reserved Parking Spaces) in accordance with Paragraph "Acceptance of Space and Certificate of Occupancy (JAN 2011)" of the General Clauses 3517. The parties mutually agree to revise Paragraph 1 of the Lease as follows:


1. The Lessor hereby leases to the Government the following described premises:

A total of 39,012 RSF / 35,375 ABOA comprised of 1. The primary lease space of 35,247 RSF / 31,961 ABOA, plus 2. 3,765 RSF / 3,414 ABOA known as the "Option Space located on the fourth floor of fully serviced office and related space, bearing the municipal address of Park Office Center, 800 Park Drive, Suites 405 and 500, Durham, NC 27709-4385, and being more particularly described in Exhibit A and A.1, Floor plan, attached to and made a part of Lease GS-04B-62477, to be used for such purposes as determined by the General Services Administration.




This Lease Amendment contains 7 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: Linda Hall  
Title: CFO  
Entity Name: Davis 54, LLC  
Date: 4/13/16

FOR THE G

Signature:   
Name:   
Title:   
GSA, Public Buildings Service, 4PR110  
Date: 4/13/2016

WITNESSED FOR THE LESSOR BY:

Signature:   
Name:   
Title: Administrative Assistant  
Date: 4/13/16

Included in the rent, at no additional cost to the Government are Ten (10) onsite, reserved numbered spaces (Exhibit B) plus the greater of 153 additional parking spaces or as required by the applicable code of the local government entity having jurisdiction over the property.

2. The common area factor is 1.1028 (39,012 RSF/35,375 ABOA);

3. The Term of the Lease is Fifteen (15) years, Ten (10) years Firm beginning upon the Effective date stated above.

B. The parties mutually agree to revise Paragraph 1.03 of the Lease as follow:

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

611,460.84 *KY JM*

|   | Firm Term<br>03/28/2016-<br>03/27/2019 | Firm Term<br>03/28/2019-<br>03/27/2020 | Firm Term<br>03/28/2020-<br>03/27/2021 | Firm Term<br>03/28/2021-<br>03/27/2022 | Firm Term<br>03/28/2022-<br>03/27/2026 | Non-Firm<br>Term<br>03/28/2026-<br>03/27/2031 |
|---|--|--|--|--|--|---|
|   | Annual Rent                            | Annual Rent                            | Annual Rent                            | Annual Rent                            | Annual Rent                            |   |
| Shell Rent <sup>1</sup>                                       | \$ 563,105.50                          | \$ 607,764.99                          | <del>\$ 611,455.87</del>               | \$ 561,047.49                          | \$ 613,917.99                          | \$ 761,927.02                                 |
| Tenant<br>Improvements<br>rent <sup>2</sup>                   | \$ 175,877.77                          | \$ 175,877.77                          | \$ 175,877.77                          | \$ 175,877.77                          | \$ 175,877.77                          | \$ -  |
| Operating<br>Costs <sup>3</sup>                               | \$ 176,447.39                          | \$ 176,447.39                          | \$ 176,447.39                          | \$ 159,429.56                          | \$ 159,429.56                          | \$ 159,429.56                                 |
| Building Specific<br>Amortized Capital<br>(BSAC) <sup>4</sup> | \$ -                                   | \$ -                                   | \$ -                                   | \$ -                                   | \$ -                                   | \$ -  |
| Parking <sup>5</sup>  | \$ -                                   | \$ -                                   | \$ -                                   | \$ -                                   | \$ -                                   | \$ -  |
| ABOA  | 35,375                                 | 35,375                                 | 35,375                                 | 31,961                                 | 31,961                                 | 31,961  |
| RSF   | 39,012                                 | 39,012                                 | 39,012                                 | 35,247                                 | 35,247                                 | 35,247  |
| Total Annual<br>Rent <sup>6</sup>                             | <del>\$ 815,430.66</del><br>915,430.63 | <del>\$ 960,090.15</del><br>960,090.12 | <del>\$ 963,780.83</del><br>963,785.97 | \$ 896,354.82                          | \$ 949,225.32                          | \$ 921,356.60                                 |

| Rental Period<br>03/28/2016-03/27/2019 | RSF / ABOA      | Shell<br>Rate<br>Per<br>RSF | Annual<br>Shell Rent | Operating<br>Cost / RSF | Annual<br>Operating<br>Cost |
|--|-----------------|-----------------------------|----------------------|-------------------------|-----------------------------|
| Primary Space                          | 35,247 / 31,961 | 14.75                       | 519,808.00           | 4.52                    | 159,429.56                  |
| "Option" Space Expansion               | 3,765 / 3,414   | 11.50                       | 43,297.50            | 4.52                    | 17,017.80                   |
| TOTAL /                                | 39,012 / 35,375 |                             | 563,105.50           |                         | 176,447.36                  |

| Rental Period<br>03/28/2019-03/27/2020 | RSF/ABOA        | Shell<br>Rate<br>Per<br>RSF | Annual<br>Shell Rent                | Operating<br>Cost / RSF | Annual<br>Operating<br>Cost |
|--|-----------------|-----------------------------|-------------------------------------|-------------------------|-----------------------------|
| Primary Space                          | 35,247 / 31,961 | 15.92                       | <del>564,764.94</del><br>561,047.49 | 4.52                    | 159,429.56                  |

INITIALS: *[Signature]* & *[Signature]*  
LESSOR & GOVT

|                          |                        |       |                                    |      |                   |
|--------------------------|------------------------|-------|------------------------------------|------|-------------------|
| "Option" Space Expansion | 3,765 / 3,414          | 12.41 | 416,717.50<br><del>48,000.00</del> | 4.52 | 17,017.80         |
| <b>TOTAL</b>             | <b>39,012 / 35,375</b> |       | <b>607,764.99</b>                  |      | <b>176,447.36</b> |

| Rental Period<br>03/28/2020-03/27/2021 | RSF/ABOA               | Shell Rate Per RSF | Annual Shell Rent                      | Operating Cost / RSF | Annual Operating Cost |
|--|------------------------|--------------------|--|----------------------|-----------------------|
| Primary Space                          | 35,247 / 31,961        | 15.92              | 561,047.49<br><del>581,042.32</del>    | 4.52                 | 159,429.56            |
| "Option" Space Expansion               | 3,765 / 3,414          | 13.39              | 50,413.35                              | 4.52                 | 17,017.80             |
| <b>TOTAL</b>                           | <b>39,012 / 35,375</b> |                    | <b>611,455.07</b><br><b>161,416.84</b> |                      | <b>176,447.36</b>     |

| Rental Period<br>03/28/2021-03/27/2022 | RSF/ABOA               | Shell Rate Per RSF | Annual Shell Rent | Operating Cost / RSF | Annual Operating Cost |
|--|------------------------|--------------------|-------------------|----------------------|-----------------------|
| Primary Space                          | 35,247 / 31,961        | 15.92              | 561,047.49        | 4.52                 | 159,429.56            |
| <b>TOTAL</b>                           | <b>35,247 / 31,961</b> |                    | <b>561,047.49</b> |                      | <b>159,429.56</b>     |

| Rental Period<br>03/28/2022-03/27/2026 | RSF/ABOA               | Shell Rate Per RSF | Annual Shell Rent | Operating Cost / RSF | Annual Operating Cost |
|--|------------------------|--------------------|-------------------|----------------------|-----------------------|
| Primary Space                          | 35,247 / 31,961        | 17.42              | 613,917.99        | 4.52                 | 159,429.56            |
| <b>TOTAL</b>                           | <b>35,247 / 31,961</b> |                    | <b>613,917.99</b> |                      | <b>159,429.56</b>     |

| Non-Firm Term<br>03/28/2016-03/27/2031 | RSF/ABOA               | Shell Rate Per RSF | Annual Shell Rent | Operating Cost / RSF | Annual Operating Cost |
|--|------------------------|--------------------|-------------------|----------------------|-----------------------|
| Primary Space                          | 35,247 / 31,961        | 21.62              | 761,927.02        | 4.52                 | 159,429.56            |
| <b>TOTAL</b>                           | <b>35,247 / 31,961</b> |                    | <b>761,927.02</b> |                      | <b>159,429.56</b>     |

<sup>2</sup>The Tenant Improvement Allowance of \$1,262,309.28 is amortized at a rate of Seven (7) percent per annum over Ten (10) years.  
<sup>3</sup>Operating Costs rent calculation: Total annual operating rent \$176,447.36 divided by 39,012 RSF.  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.00 percent per annum over 0 years  
<sup>5</sup>Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside) and/or \$0.00 per parking space per month (surface/outside)  
<sup>6</sup>Lessor shall provide, as part of the rental consideration facilities, all services, utilities, maintenance, and tenant improvements.

C. Effective March 28, 2016 the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 30.4852 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 39,012 RSF by the total Building space of 127,970 RSF.

D. Effective March 28, 2016, the Operating Cost base is revised to \$176,477.36. Operating cost adjustments will remain

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