

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4 JA	TO LEASE NO. GS-04B-59201	DATE 01/09/2013	PAGE 1 of 2
ADDRESS OF PREMISES 1801 Stanley Road, Suite 400, Greensboro, NC 27407-2644-2640			

THIS AGREEMENT, made and entered into this date by and between GREENSBORO OFFICE INVESTMENT, LLC whose address is 4201 CONGRESS STREET, SUITE 451 JA CHARLOTTE, NC 28209-4640

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease in order to establish lease term commencement and termination dates.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 13, 2012, as follows:

1. Lessor's address has been changed to read:

4201 Congress Street, Suite 451, Charlotte, NC 28209-4640

2. Paragraph 9 deleted in its entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 13, 2012 through December 12, 2027, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL SHELL	ANNUAL OPERATING	ANNUAL TI	ANNUAL RENT	PRSF RATE (rounded)	PRSF ABOA (rounded)	MONTHLY RATE
12/13/2012 - 12/12/2022	\$140,764.00	\$33,292.00	\$46,324.95	\$220,380.95	\$20.35	\$23.40	\$18,365.08
12/13/2022 - 12/12/2027	\$170,107.88	\$33,292.00	\$-0-	\$203,399.88	\$18.78	\$21.60	\$16,949.99

- Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in Paragraph 2 above. The Shell Rate years 1-10 is determined to be \$140,764.00 per annum (\$13.00 per rsf rounded); the base rate years 11-15 is determined to be \$170,107.88 per annum (\$15.71 per rsf).
- Note 2. The rate per ANSI/BOMA office area square foot (ABOA) is determined by dividing the total annual rental by the ANSI/BOMA office area square footage set forth in Paragraph 2. The Shell Rate years 1-10 is determined to be \$140,764.00 per annum (\$14.95 per ABOA rounded); the base rate years 11-15 is determined to be \$170,107.88 per annum (\$18.07 per ABOA rounded).
- Note 3. The above Annual Operating rate to be escalated as indicated in Paragraph 16 of this lease contract."

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.

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

SIGNATURE	[Redacted Signature]	LESSOR	
		NAME OF SIGNER	Christopher R. Smith

ADDRESS
4201 Congress St Ste 451 Charlotte, NC 28209

SIGNATURE	[Redacted Signature]	IN PRESENCE OF	
		NAME OF SIGNER	Jeffrey Witale

ADDRESS
4201 Congress St Ste 451 Charlotte NC 28209

[Redacted Signature]	UNITED STATES OF AMERICA	
	NAME OF SIGNER	LeShandra L. Green
	OFFICIAL TITLE OF SIGNER	Contracting Officer

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3. Paragraph 10 deleted in it's entirety and replaced as follows:

"10. The Government may terminate this lease in whole or in part at any time on or after December 13, 2022 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 11 deleted in it's entirety and replaced as follows:

"11. The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA rentable square foot (RSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

GREENSBORO OFFICE INVESTMENT, LLC
4201 Congress Street, Suite 451
Charlotte, NC 28209-4640

5. Paragraph 21 deleted in it's entirety and replaced as follows:

"21. In accordance with Solicitation for Offers 9NC2164 Paragraph 2.3, *Broker Commission and Commission Credit*, Gwen E. Fogel is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Gwen E. Fogel have agreed to a cooperating lease commission of [REDACTED] percent of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to , Gwen E. Fogel when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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.

First month's rental payment of \$18,365.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$18,365.08 minus the prorated commission credit of [REDACTED] equals \$ [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$18,365.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$18,365.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$18,365.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

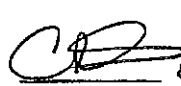

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

6. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$347,720.73 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6% (\$4.28 prsf, \$4.92 poasf rounded). In accordance with Solicitation for Offers 9NC2164 Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

7. In accordance with Solicitation for Offers 9NC2164 Paragraph 4.3, *Operating Costs*, the escalation base is established as \$33,292.00 per annum (\$3.07 prsf, \$3.54 poasf rounded).

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INITIALS:

 & 
LESSOR & GOVT