

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61024	DATE 05/29/2012	PAGE 1 of 3
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ADDRESS OF PREMISES 3545 Whitehall Park Drive, Charlotte, NC 28273-4180

THIS AGREEMENT, made and entered into this date by and between Whitehall Corporate Center #5, LLC

whose address is: 3545 Whitehall Park Drive  
Charlotte, NC 28273-4180

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 23, 2012, as follows:

1. This SLA shall serve as the formal Notice to Proceed on the Tenant Improvements described below. The Government hereby accepts the Lessor's proposal to provide, install and maintain the tenant improvements as described in the Lessor's final proposal dated 2/8/12 (see page 3 of this SLA). Alterations shall be in full accordance with SFO ONC2036, the Lease terms, and the final approved construction drawings dated 8/12/2011 to include all necessary labor and materials.

**Total Cost: \$1,066,839.00**

In accordance with paragraph 8 of the SF2 and SFO ONC2036, the payment of the Tenant Improvement costs shall be broken down as follows:

Amortized over the 15 year initial term of the lease:	\$ 862,336.65
Via lump sum as described in this agreement	\$ 204,502.35
<b>Total:</b>	<b>\$ 1,066,839.00</b>

2. The Government hereby waives the requirement for LEED-CI.

3. Paragraph 2 of the lease, SFO Paragraph 1.9, and SFO Paragraph 5.11.F are hereby amended to reflect an estimated occupancy date of October 1, 2012.

4. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$204,502.35 upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

Payment will be made electronically through the finance website [.finance.gsa.gov](http://finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov).

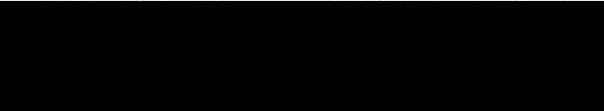
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Whitehall Corporate Center #5, LLC


SIGNATURE 	NAME OF SIGNER Paul L. Herndon, Vice President
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ADDRESS  
3545 Whitehall Park Drive, Charlotte, NC 28273-4180

	IN PRESENCE OF
	NAME OF SIGNER Lori A. Stumerel

3700 Arco Corporate Drive, Ste 350, Charlotte, NC 28273

UNITED STATES OF AMERICA

	NAME OF SIGNER: Alvin Jackson
	OFFICIAL TITLE OF SIGNER: Contracting Officer

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Alvin Jackson  
Real Estate Division (4PEA)  
77 Forsyth St. Suite 500  
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the item(s) delivered
- GSA PDN Number \_\_\_\_\_ (to be supplied by Contracting Officer upon execution of this SLA)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions remain in full force and effect.

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INITIALS:

  
LESSOR

  
GOV'T

TENANT IMPROVEMENTS COST SUMMARY (TICS) FOR LEASE GS-XXX.XX			ABOA SF =	24,000
AGENCY NAME		TIA PER ABOA SF =		\$ -
LOCATION: CITY, STATE		TOTAL TIA		\$ -
Tenant Improvement - UNIFORMAT SYSTEM ELEMENTS -			TI*	SHELL
A11	General Conditions		\$ -	
A12	Building Permit		\$ -	
A21	Caulking		\$ -	
B11	Concrete Core Drilling		\$ -	
B12	Steel & Misc Metals		\$ -	
B13	Carpentry & Millwork		\$ -	
C11	Doors/Frames/Hardware		\$ -	
C12	Glass & Glazing		\$ -	
C13	Drywall		\$ -	
D11	Acoustical Ceiling		\$ -	
D21	Hard Tile		\$ -	
D22	Flooring & Base		\$ -	
D31	Paint & Wallcoverings		\$ -	
D41	Toilet Partitions & Accessories		\$ -	
D42	Signage		\$ -	
D43	Specialties		\$ -	
E11	Fire Sprinkler		\$ -	
F11	Plumbing		\$ -	
F12	HVAC		\$ -	
G11	Electrical		\$ -	
G12	Low Voltage & Paging System		\$ -	
Subtotal			\$ 950,367.00	\$ -
Project Fees**		Lessor's Overhead and Profit	0%	\$ -
		General Contractor Fee	0%	\$ 38,015.00
		General Contractor Contingency	0%	\$ -
		Taxes (if not included on contractors' bids)	0%	\$ -
		Architect/Engineering Fee		\$ -
		TI TOTAL		\$ 988,382.00
		Cost per ABOA SF		\$ 41.18
*Include all subcontractors' soft costs				
**Change formulas if flat rate fee is applicable				

Choate	988,382.00
A/E Fee	35,341.00
Project Management Fee	43,116.00
<b>Total</b>	<b>1,066,839.00</b>
Allowance	862,336.65
<b>TI Overage</b>	<b>204,502.35</b>

INITIALS: PS LESSOR AS GOVT