

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B- 62121	DATE 11/9/2012	PAGE 1 of 2
ADDRESS OF PREMISES 434 FAYETTEVILLE STREET, SUITE 2146, RALEIGH, NORTH CAROLINA 27601-1701			

**THIS AGREEMENT**, made and entered into this date by and between PHOENIX LIMITED PARTNERSHIP OF RALEIGH whose address is 434 Fayetteville Street, Suite 2060, Raleigh, North Carolina 27601-1701 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease contract as indicated below.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective November 19, 2012, as follows:

**Paragraph 1.01 THE PREMISES is deleted in entirety and replaced as follows:**

"The premises are described as follows:

Office and Related Space: 3,512 rentable square feet (RSF), yielding 3,054 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the 21st floor (s) and known as Suite(s) 2145 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A."

**Paragraph 1.03.A. RENT AND OTHER CONSIDERATION is deleted in entirety and replaced as follows:**

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$63,040.40	\$17.95	\$74,665.12	\$21.26
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$37,972.66	\$10.81 <sup>3</sup>	\$N/A	\$N/A <sup>3</sup>
OPERATING COSTS	\$21,027.65	\$5.99	\$21,027.65	\$5.99*
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$ N/A	\$N/A <sup>2</sup>	\$N/A	\$N/A <sup>3</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$122,040.71</b>	<b>\$34.75</b>	<b>\$95,692.77</b>	<b>\$27.25</b>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 6 percent per annum over 6 years.  
<sup>2</sup>Building Specific Security Costs are amortized at a rate of n/a percent per annum over n/a years.  
<sup>3</sup>Rates may be rounded  
\*Subject to 2.07 escalated rate according to Operating Cost Adjustment at commencement of Non Firm Term

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.

LESSOR	
SIGNATURE PARTNERSHIP OF RALEIGH <i>Vice President, Acquisition Group Inc.</i>	NAME OF SIGNER <i>Craig Strickland, Vice President</i>
ADDRESS <i>5 Hutton Centre Dr. #60 Santa Ana, CA 92707</i>	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER <i>Timothy Nelson</i>
ADDRESS <i>5 Hutton Centre Dr. Santa Ana, CA 92707</i>	
UNITED STATES OF AMERICA	
	NAME OF SIGNER SHANIKA DONALDSON, CONTRACTING OFFICER
	OFFICIAL TITLE OF SIGNER

