

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-62209	DATE 10/04/2012	PAGE 1 of 4
---------------------------------------	------------------------------	--------------------	----------------

ADDRESS OF PREMISES
1331 Center Park Drive, Charlotte, NC 28217-2907

THIS AGREEMENT, made and entered into this date by and between GLACEW, NORTH CAROLINA, LLC

whose address is 2855 E. COAST HIGHWAY #200
CORONA DEL MAR, CA 92625-2204

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 Paragraphs Lease Term, 1.01, 1.02, 1.03, 1.05, 6.23, 7.1

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended is effective October 1, 2012 as follows:

Paragraphs 1.01, 1.02, 1.03, 1.05, 6.23 is deleted in its entirety and replace as follows:

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm, November 1, 2012 – October 31, 2027

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 10,000 rentable square feet (RSF), yielding **8,697** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of **100** percent, located on the **1st** floor(s) and known as Suite(s) **1331**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

[Continue on next page]

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

LESSOR

SIGNATURE GLACEW NORTH CAROLINA, LLC <i>[Signature]</i>	NAME OF SIGNER ERIC WELTON
ADDRESS 2855 E. COAST HWY CORONA DEL MAR CA 92625	

IN PRESENCE OF

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER ERIE NOESSER
ADDRESS 2855 E COAST HWY CORONA DEL MAR CA 92625	

UNITED STATES OF AMERICA

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

1.02 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	SHELL RATE/RSF	SHELL RENT ANNUAL	OPERATING RATE/RSF	OPERATING ANNUAL	TENANT IMPROVEMENT	NOVEMBER 1, 2012- OCTOBER 31, 2027	
						ANNUAL RENT	ANNUAL RATE/RSF
NOVEMBER 1, 2012- OCTOBER 31, 2014	\$8.92	\$89,200.00	\$2.98**	\$29,800.00	\$9,298.01	\$128,298.01	\$12.83
NOVEMBER 1, 2014- OCTOBER 31, 2016	\$9.37	\$93,660.00	\$2.98**	\$29,800.00	\$9,298.01	\$132,758.01	\$13.28
NOVEMBER 1, 2016- OCTOBER 31, 2018	\$9.84	\$98,385.00	\$2.98**	\$29,800.00	\$9,298.01	\$137,483.01	\$13.75
NOVEMBER 1, 2018- OCTOBER 31, 2020	\$10.33	\$103,320.00	\$2.98**	\$29,800.00	\$9,298.01	\$142,418.01	\$14.24
NOVEMBER 1, 2020 - OCTOBER 31, 2022	\$10.85	\$108,465.00	\$2.98**	\$29,800.00	\$9,298.01	\$147,563.01	\$14.76
NOVEMBER 1, 2022 - OCTOBER 31, 2024	\$11.39	\$113,925.00	\$2.98**	\$29,800.00	\$0.00	\$143,725.00	\$14.37
NOVEMBER 1, 2024 - OCTOBER 31, 2026	\$11.96	\$119,595.00	\$2.98**	\$29,800.00	\$0.00	\$149,395.00	\$14.94
NOVEMBER 1, 2026 - OCTOBER 31, 2027	\$12.56	\$125,580.00	\$2.98**	\$29,800.00	\$0.00	\$155,380.00	\$15.54

¹The Tenant Improvement Allowance is amortized at a rate of 7 percent per annum over 10 years.

²Building Specific Security Costs are amortized at a rate of 0 percent per annum over 0 years.

³Rates may be rounded.

**Operating Cost are not subject to Consumer Price Index (CPI) Escalations

1.03 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than [redacted]'s action concentration for homes of 4 pico curies per liter (pCi/L), herein called "[redacted]'s action concentration."

B. INITIAL TESTING:

1. The Lessor shall:

a. Test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured);

b. Report the results to the LCO upon award; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the [redacted] action level.

2. Testing sequence. The Lessor shall measure radon by the standard test in paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in paragraph D.2.

3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the [redacted] action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the [redacted] action level before Government occupancy. To provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the [redacted] action level and certifies the space for re-occupancy.

[Continue on next page]

INITIALS: [Signature] LESSOR
[Signature] GOVT

b. If either the Government or the Lessor detects a radon concentration at or above the [redacted] action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the [redacted] action level.

c. If either the Government or the Lessor detects a radon concentration at or above the [redacted] residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the [redacted] action level.

2. The Lessor shall perform the standard test in paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in paragraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the [redacted] action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the [redacted] Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the [redacted] RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the [redacted] RMP application device checklists. Use a laboratory rated proficient in the [redacted] RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term October 31, 2022 of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.17 Common Area Factor

In accordance with the lease Paragraph 7.1 (Common Area Factor) the common area factor (CAF) is established as 15%

6.23 RADON IN WATER (AUG 2008)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with [redacted] requirements and shall submit certification to the LCO prior to the Government occupying the space.
- B. If the [redacted] action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

[Continue on next page]

INITIALS: EW LESSOR
[Signature] GOVT

Paragraph 7.1 is hereby added to the lease contract as follows:

7.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association(ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

[End of Document]

INITIALS: LESSOR
 GOVT