

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. GS- <u>04P</u> - <u>LNC62422</u>
Brier Creek 7751 Brier Creek Parkway Raleigh, NC 27617-7840	PDN Number:

THIS AMENDMENT is made and entered into between 7751 Brier Creek, HPI, LLC

whose address is: 501 Fairmount Avenue, Suite 101  
Townson, Maryland 21286-5462

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 expand [REDACTED] office square footage by 747 rentable square feet (RSF), yielding 650 ANSI/BOMA totaling 18,148 rentable square feet (RSF), yielding 15,781 ANSI/BOMA. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 25, 2017 as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 18,148 rentable square feet (RSF), yielding 15,781 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> and 2<sup>nd</sup> floor(s) and known as Suite(s) TBD, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit

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This Lease Amendment contains 3 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: [REDACTED]  
Name: James J. Barker  
Title: President  
Entity Name: 7751 Brier Creek, LLC  
Date: 2/6/17

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: Leshaundra Green  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2/21/2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: Carl D. Reinke  
Title: VP  
Date: 2/6/17

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** 0 parking spaces as depicted on the plan attached hereto as Exhibit E, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease

**1.03 RENT AND OTHER CONSIDERATION (SEP 2013)**

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

	FIRM TERM OCTOBER 1, 2017-SEPTEMBER 30,2019	FIRM TERM OCTOBER 1, 2019-SEPTEMBER 30,2021	FIRM TERM OCT 1, 2021 - SEPT 2022 NON FIRM OCT 1, 2022 - SEPT 30,2023	NON FIRM TERM OCTOBER 1, 2023-SEPTEMBER 30,2025	NON FIRM TERM OCTOBER 1, 2025-SEPTEMBER 30,2027
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$322,127.00	\$0.00	\$0.00	\$0.00	\$0.00
SHELL RENT <sup>2</sup>	\$0.00	\$336,645.40	\$0.00	\$0.00	\$0.00
SHELL RENT <sup>3</sup>	\$0.00	\$0.00	\$351,708.24	\$0.00	\$0.00
SHELL RENT <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$367,678.48	\$0.00
SHELL RENT <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$384,193.16
TENANT IMPROVEMENTS RENT <sup>6</sup>	\$72,795.76	\$72,795.76	\$72,795.76	\$72,795.76	\$72,795.76
OPERATING COSTS <sup>7</sup>	\$75,132.72	\$75,132.72	\$75,132.72	\$75,132.72	\$75,132.72
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>8</sup>	\$6,757.51	\$6,757.51	\$6,757.51	\$6,757.51	\$6,757.51
PARKING <sup>9</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$476,812.99</b>	<b>\$491,331.39</b>	<b>\$506,394.23</b>	<b>\$522,364.47</b>	<b>\$538,879.16</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.75 per RSF multiplied by 18,148 RSF

<sup>2</sup>Shell rent calculation:

(Firm Term) \$18.55 per RSF multiplied by 18,148 RSF

<sup>3</sup>Shell rent calculation:

(Firm / Non Term) \$19.38 per RSF multiplied by 18,148 RSF

<sup>4</sup>Shell rent calculation:

(Non Firm Term) \$20.26 per RSF multiplied by 18,148 RSF

<sup>5</sup>Shell rent calculation:

(Non Firm Term) \$21.17 per RSF multiplied by 18,148 RSF

<sup>6</sup>The Tenant Improvement Allowance of \$522,469.46 is amortized at a rate of 7 percent per annum over 10 years.

<sup>7</sup>Operating Costs rent calculation: \$4.14 per RSF multiplied by 18,148 RSF. Operating Cost will be evaluated per Section 2.09 for CPI adjustments.

<sup>8</sup>Building Specific Amortized Capital (BSAC) of \$48,500 are amortized at a rate of 7 percent per annum over 10 years

<sup>9</sup>Parking costs described under sub-paragraph H in the original lease.

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In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,781 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

#### 7.07 CONTRACTING OFFICER APPROVAL FOR EXTERIOR LIGHTING DRAWING PER SECTION 3.45

Contracting Officer and GSA Electrical Engineer deems attached Exhibit A - Exterior Lighting - Duke Energy acceptable. Lessor may move forward with design presented in Exhibit A.

#### 7.08 APPLIANCES IN BUILDING

Code of Federal Regulations Title 41 § 102-74.190 Federal agencies are prohibited from operating portable heaters, fans, and other such devices in Government-controlled facilities (spaces) unless authorized by the Federal agency buildings manager.

Code of Federal Regulations Title 41 § 102-74.175 All new lease contracts must be in conformance with the policies prescribed in this subpart. Federal agencies must administer existing lease contracts in accordance with these policies to the maximum extent feasible.

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