

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</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 issue Notice to Proceed (NTP) for Tenant Improvement Cost Summary Exhibit A; confirm and accept Tenant Improvement cost per Scope of Work-Floor Plan/Drawings stamped June 23, 2017 and Lease # GS-04B-LNC62422.

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 August 4, 2017 as follows:

- 1) To issue Notice to Proceed (NTP) to furnish and install Tenant Improvement as required and outlined per Scope of Work-Floor Plan/Drawings stamped June 23, 2107 and Lease # GS-04B-LNC62422.
- 2) The Government shall pay the Lessor for the total cost of the Tenant Improvement as follows:

The Government and the Lessor have agreed that the total cost for alterations is a total of \$570,752.46 (Exhibit A). The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements.

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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:

Name:

Title:

Entity Name:

Date:

[Redacted Signature]
7751 Brier Creek, HPI, LLC
President
7751 Brier Creek, HPI, LLC
8/10/17

FOR THE GOVERNMENT:

Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

[Redacted Signature]
LESLIE M. CRICK
Lease Contracting Officer
8/11/2017

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

[Redacted Signature]
Carl P. Bernier
VP Property Mgmt + Leasing
8/14/17

- 3) The total Tenant Improvement cost, in the amount of \$522,469.46 shall be amortized over the remaining term of the lease agreement at an amortized interest rate of 7%. The total BSAC, in the amount of \$48,283.00 shall be amortized over the remaining term of the lease at an amortized interest rate of 7%. Payments will be paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government in writing.
- 4) Any changes of the Scope of Work and/ or the drawings resulting in a financial, conditional or term change to the lease agreement, of any type, must be approved, in writing by the GSA Contracting Officer.
- 5) Upon the completion and acceptance of the Tenant Improvement by the Government, the rent schedule (including the Shell Rent, Operating Cost and the amortized Tenant Improvement) shall be established by a subsequent Lease Amendment.

INTENTIONALLY LEFT BLANK

INITIALS:


LESSOR

&


GOVT