

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. #5	TO LEASE NO. GS-04B-61024	DATE 7/31/2013	PAGE 1 of 2
ADDRESS OF PREMISE 3545 Whitehall Park Drive, Suite 200, 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**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.



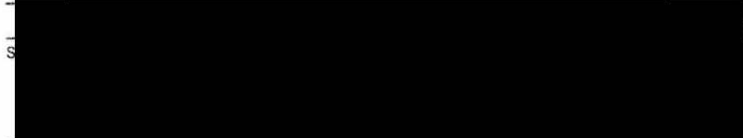
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Supplemental Lease Agreement (SLA) and the Notice to Proceed is issued for the NOT TO EXCEED amount of **\$14,440.32** in accordance with the specifications detailed in **Exhibit "A" (Scope of Work dated 01/17/13)**, attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in **Exhibit "A" "Scope of Work"**. All work must be completed within **30** days from issuance of this Notice to Proceed.

Lessor will be paid a lump sum payment in the amount of **\$14,440.32** after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Exhibit "" or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. The landlord through GSA will maintain the flag and flag pole at MEPCOM's expense. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

In separate Supplemental Lease Agreement #1 dated May 29, 2012, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$1,066,839.00. \$862,336.65 will be amortized over 180 months of the firm term of the Lease at 6.0% annual interest rate with a lump sum payment of \$204,502.35. The total costs for tenant improvements are revised to \$1,276,061.42 to further include Supplemental Lease Agreement #2 to include Change Orders #2 & #4 in the amount of \$63,907.34, Supplemental Lease Agreement #3 to include Change Orders 7, 9, 10, 11, 12, 14, 15, 17, 19, 20, 22, & 23 in the amount of \$130,874.76 and Supplemental Lease Agreement #5 to include Change Orders #24 in the amount of \$14,440.32.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Paul L. Herndon, Vice President
ADDRESS 3700 ACO Corporate Drive, Suite 300, Charlotte, NC 28273	
PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Lori A. Sumarel
ADDRESS Charlotte, NC 28273	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Alvin Jackson
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Payment will be made electronically through the finance website www.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 e-mail at FW-Paymentsearch.finance@gsa.gov.

A copy of the invoice must be submitted directly to the GSA Contracting Officer at the following address:

General Services Administration
Attn: Alvin Jackson, GSA Contracting Officer
77 Forsyth Street, Room 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 items delivered
- GSA PS #

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

Effective August 2, 2013 through January 15, 2033 the Government has requested overtime HVAC based on the following:

The rate per the lease is \$25 an hour for additional HVAC. The Government has requested 3 additional hours each day M-F (15 hours a week), for a total of 780 additional hours for the year, plus 12 Saturdays at 9 hours a day (108 additional hours for the year) from 6AM-3PM. The actual Saturday per month will be determined by MEPCOM. The total hours are 888 additional hours of HVAC requested for one calendar year. $888 \text{ hours} \times \$25 \text{ per/hr} = \$22,200.00$ annually (\$1,850 monthly). The Government overtime expenses will be amortized into the rent for this lease and added to the current operating expenses. Any partial month to be prorated based on M-F HVAC hours per week, and 12 Saturdays per calendar year. Any additional HVAC in excess of 888 hours per year will have to be approved separately and paid for by the Government.

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 lease agreements, the terms and conditions of this Agreement shall control and govern.

//////////END OF DOCUMENT//////////

-----The remainder of this page is intentionally left blank-----

INITIALS: *P* & *h*
LESSOR & GOVT