

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-61181
ADDRESS OF PREMISES 107 Hay Street, Suite 1, Fayetteville, NC 28301-5649	PDN Number: PS 0025389

**THIS AMENDMENT** is made and entered into between CEDAR CREEK CROSSING WEST, LLC

whose address is: 101 Hay Street, Suite 2, Fayetteville NC 28301-5649  
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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 1, 2013 as follows:

**A. Paragraph 2 deleted in it's entirety and replaced as follows:**

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2013 through July 31, 2023 subject to termination and renewal rights as may be hereinafter set forth."

**B. Paragraph 9 deleted in it's entirety and replaced as follows:**

"9. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>Term</u>	<u>Annual Shell</u>	<u>Operating</u>	<u>Annual TI</u>	<u>Annual Rental</u>	<u>Rate per RSF</u>	<u>Rate Per ABOA</u>	<u>Monthly Rental</u>
08/01/13-07/31/18	\$68,864.32	\$31,818.02	\$40,461.54	\$141,143.88	\$27.29	\$31.37	\$11,761.99
08/01/18-07/31/23	\$68,864.32	\$31,818.02		\$100,682.34	\$19.47	\$22.37	\$ 8,390.20

Note #1: The above annual rental rate is inclusive of the base per annum operating cost to be escalated as indicated in Paragraph 4.3, *Operating Costs of the lease contract.*"

-----Continued on Page 2-----

This Lease Amendment contains {2} 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

FOR THE GOVERNMENT

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Member/Manager  
Entity Name: Cedar Creek Crossing West, LLC  
Date: September 6, 2013

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Specialist  
GSA, Public Buildings Service,  
Date: 09/11/2013

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Assistant  
Date: 6 September 2013

C. Paragraph 10 deleted in it's entirety and replaced as follows:

"10. The Government may terminate this lease in whole or in part at any time on or after July 31, 2018 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

D. Paragraph 21 is stated in entirety:

"21. In accordance with Solicitation for Offers 0NC2070 Paragraph 2.4, Broker Commission and Commission Credit, Gwen E. Fogel is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Gwen E. Fogel have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to , Gwen E. Fogel when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$11,761.99 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$11,761.99 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$11,761.99 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$11,761.99 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent)."

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//////////

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INITIALS: JMT  
LESSOR

&

[Signature]  
GOVT