

SUPPLEMENTAL LEASE AMENDMENT

SUPPLEMENTAL LEASE AMENDMENT NO. 1	TO LEASE NO. GS-04B-62311	DATE	PAGE 1 of 1
ADDRESS OF PREMISES 1 Copley Parkway, Morrisville, North Carolina 27560-9673			

THIS AGREEMENT, made and entered into this date by and between **Concourse Associates, LLC** whose address is

4104 Atlantic Ave. Suite 140
Raleigh, North Carolina 27604-1803

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 provide beneficial occupancy for the leased space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree the said Lease is amended, June 15, 2012, to hereby delete Paragraph 1.01, 1.02 and 1.13 in its entirety and replaced with the following:

Paragraph 1.01 and 1.02A are replaced with the following:

A total of **15,361 (rentable square feet (RSF))** of office and related space, which yields **13,357 ANSI/BOMA Office Area square feet (ABOA)** of office and related space, along with Thirty-five (35) onsite parking spaces, to be used for such purposes as determined by the General Services Administration. This space includes 4,078 ANSI/BOMA Office Area square feet of temporary space or Suite 303 leased to the Government until Suite 500 is ready for occupancy. The Lease Contracting Officer shall create follow-up SLA to establish beneficial occupancy of suite 500 and release Suite 303 at a later date.

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR

SIGNATURE 	NAME OF SIGNER Stephen M Weilandt
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ADDRESS
4104 Atlantic Ave, Suite 140, Raleigh, NC 27604

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER A. E. NIVISON
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ADDRESS
4104 Atlantic Ave, Suite 140, Raleigh, NC 27604

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Alvin P. Jackson
	OFFICIAL TITLE OF SIGNER LCO

Paragraph 1.03 is replaced with the following:

06/15/2012 – 06/14/2017	Annual Rent	Monthly Rent	Rent per RSF	Rent per ABOA
Shell Rent	\$ 215,668.44	\$ 17,972.37	\$ 14.04 14.04	\$ 16.15
Operating Cost	\$ 65,437.86	\$ 5,453.16	\$ 4.26	\$ 4.90
Tenant Improvements	\$	\$	\$	\$
Building Specific Security	\$	\$	\$	\$
Full Service Rent	\$ 281,106.30	\$ 23,425.53	\$ 18.30	\$ 21.05
006/15/2017 – 06/14/2022	Annual Rent	Monthly Rent	Rent per RSF	Rent per ABOA
Shell Rent	\$ 234,101.64	\$ 19,508.47	\$ 15.24	\$ 17.53
Operating Cost	\$ 65,437.86	\$ 5,453.16	\$ 4.26	\$ 4.90
Tenant Improvements	\$ -	\$ -	\$ -	\$ -
Building Specific Security	\$ -	\$ -	\$ -	\$ -
Full Service Rent	\$ 299,539.50	\$ 24,961.63	\$ 19.50	\$ 22.43

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in Paragraph 1. Note 2. The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1.

Paragraph 1.10 is replaced with the following:

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 11.6 percent. The percentage of occupancy is derived by dividing the total Government space of 15,361 RSF by the total building space of 131,553 RSF.

Paragraph 1.11 is replaced with the following:

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.26 per rentable square feet (65,437.86/annum)

Paragraph 1.11 is replaced with the following:

The following rates shall apply in the application of the clause titled Overtime HVAC Usage:

- \$35.00 per hour per zone
- No. of zones in suite 500 are 11
- No. of zones in suite 600 are 14