

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO.2 pg 1 of 1</b>	DATE <b>11/10/2011</b>
	TO LEASE NO. <b>GS-04B-50006</b>	

ADDRESS OF PREMISES Coffee Creek International Business Center  
 1901 Cross Beam Drive, Charlotte, NC 28217-2852  
 Charlotte, North Carolina

THIS AGREEMENT made and entered into this date by and between **Charlotte Portfolio of Three LLC**

whose address is **19762 MacArthur Blvd., Suite 300**  
~~19762 MACARTHUR BLVD Suite 300~~  
 IRVINE, CA. 92612-2498

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereafter called the Government:  
 WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2011, as follows:

**Paragraph 3 is amended to read:**

Effective August 1, 2011 the Government shall pay the Lessor annual rent of \$194,732.65 (\$7.14 RSF yielding \$8.52/BOSF) at the rate of \$16,227.72 per month in arrears through November 30, 2011.

Effective December 1, 2011 upon completion and acceptance of the Tenant Improvement buildout the Government shall pay the Lessor an annual rent of \$517,594.44 (\$18.92 RSF yielding \$18.92/BOSF) at the rate of \$43,132.87 per month in arrears between December 01, 2011 through November 30, 2016 and \$352,084.59 (\$12.87/ RSF yielding \$12.87/BOSF) at the rate of \$29,340.38 per month in arrears between December 1, 2016 through September 30, 2021. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CHARLOTTE PORTFOLIO OF THREE LLC  
 19762 MACARTHUR BLVD. STE. 300 **19762 MacArthur Blvd., Suite 300**  
 IRVINE, CA 92612-2498

TERM	ANNUAL RENT	RSF/ABOA	PRSF	Monthly
08/01/11 – 11/30/2011	\$194,732.65	26,271/22,844	\$7.41	\$16,227.72
12/01/11 – 11/30/2016	\$517,594.44	27,357/27,357	\$18.92	\$43,132.87
12/01/16 – 09/30/2021	\$352,084.59	27,357/27,357	\$12.87	\$29,340.38

**Paragraph 9 is amended to read:**

In accordance with the SFO paragraph 3.9 entitled Operating Costs, the escalation base is established at \$3.17/USF

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the above date.

**LESSOR: Charl**

BY \_\_\_\_\_

IN PRESENCE OF \_\_\_\_\_

(Signature)

*Authorized Signatory*  
 \_\_\_\_\_  
 (Title)

*19762 MacArthur Blvd., Suite 300*  
 \_\_\_\_\_  
 (Address)  
*Irvine, CA 92612*

**Alvin P. Jackson**, Contracting Officer  
 \_\_\_\_\_  
 GENERAL SERVICES ADMINISTRATION  
 (Official Title)