

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO. 7 pg 1 of 4</b>	DATE <i>8/14/2012</i>
	TO LEASE NO. <b>GS-04B-50006</b>	

ADDRESS OF PREMISES Coffey 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  
 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 1 is amended to read:**

"The Lessor hereby leases to the Government the following described premises:

A total of 26,271 Rentable Square Feet (RSF) of office and related space which yields 22,844.00 ANSI/ BOMA office area square feet (ABOA) at Coffey Creek International Business Center, 1901 Cross Beam Drive, Charlotte, North Carolina 28217-2852 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 20 parking spaces.

Effective September 1, 2012 upon inspection and acceptance of the Tenant Improvement buildout the Lessor hereby leases to the Government Block A which consists of 27,357 Rentable Square Feet (RSF) of office and related space (includes 6,862 RSF of Warehouse space) which yields 27,357 ANSI/ BOMA Office Area square feet (ABOA) and included in the rent at no additional cost to the Government are 20 surface parking spaces to be occupied by [REDACTED] 7071 and Block B which consists of 7,200 RSF of office and related space which yields 7,200 ABOA to be occupied by [REDACTED] 7073 which comes to a total square footage of 34,557 RSF which yields 34,557 ABOA and included in the rent at no additional cost to the Government are 20 surface parking spaces at Coffey Creek International Business Center, 1901 Cross Beam Drive, Charlotte, North Carolina 28217-2852 to be used for such purposes as determined by the General Services Administration.

**Paragraph 2 is amended to read:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 01, 2011 and continuing through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

**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 above date.

LESSOR: **Charlotte Portfolio of Three LLC**

BY [REDACTED]

*Authorized Signatory*  
 (Title)

IN [REDACTED]

*19762 MacArthur Blvd. Ste 300*  
 Irvine, Ca 92612 (Address)

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

**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 August 31, 2012.

Effective September 1, 2012 upon completion and acceptance of the Tenant Improvement buildout the Government shall pay the Lessor an annual rent of \$611,961.81 (\$17.71 RSF) at the rate of \$50,996.82 per month in arrears between September 1, 2012 through August 31, 2017 and \$444,748.59 (\$12.87/ RSF) at the rate of 37,062.38 per month in arrears between September 01, 2017 through August 31, 2022. 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  
 IRVINE, CA 92612-2498

TERM	ANNUAL RENT	RSF/ABOA	PRSF	Monthly
08/01/11 – 08/31/2012	\$194,732.65	26,271/22,844	\$7.41	\$16,227.72
09/01/12 – 08/31/2017	\$611,961.81	34,557/34,557	\$17.71	\$50,996.82*
09/01/17 – 08/31/2022	\$444,748.59	34,557/34,557	\$12.87	\$37,062.38**

\* Composite of Blocks A and B  
 \*\* Composite of Blocks A and B

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 above.

08/01/2011 - 08/31/2012	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 111,453.58	\$ 9,287.80	\$ 4.24
Operating Cost	\$ 83,279.07	\$ 6,939.92	\$ 3.17
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ 194,732.65</b>	<b>\$ 16,227.72</b>	<b>\$ 7.41*</b>

**BLOCK A**

09/01/2012 - 08/31/2017	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 239,500.80	\$ 19,958.40	\$ 8.75
Operating Cost	\$ 86,721.69	\$ 7,226.81	\$ 3.17
Tenant Improvements	\$ 199,882.09	\$ 16,656.84	\$ 7.31
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ 526,104.58</b>	<b>\$ 43,842.05</b>	<b>\$ 19.23</b>

**BLOCK B**

09/01/2012 - 08/31/2017	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 63,033.23	\$ 5,252.77	\$ 8.75
Operating Cost	\$ 22,824.00	\$ 1,902.00	\$ 3.17
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ 85,857.23</b>	<b>\$ 7,154.77</b>	<b>\$ 11.92</b>

Lessor KM GOVT [Signature]

**Composite of Blocks A and B effective 09/01/2012 – 08/31/2017**

09/01/2012 - 08/31/2017	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 302,534.03	\$ 25,211.17	\$ 8.75
Operating Cost	\$ 109,545.69	\$ 9,128.81	\$ 3.17
Tenant Improvements	\$ 199,882.09	\$ 16,656.84	\$ 7.31
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ \$611,961.81</b>	<b>\$ 50,996.82</b>	<b>\$ 17.71</b>

**BLOCK A**

09/01/2017 – 08/31/2022	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 265,362.90	\$ 22,113.58	\$ 9.70
Operating Cost	\$ 86,721.69	\$ 7,226.81	\$ 3.17
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ \$352,084.59</b>	<b>\$ 29,340.38</b>	<b>\$ 12.87</b>

**BLOCK B**

09/01/2017 - 08/31/2022	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 69,840.00	\$ 5,820.00	\$ 9.70
Operating Cost	\$ 22,824.00	\$ 1,902.00	\$ 3.17
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ 92,664.00</b>	<b>\$ 7,722.00</b>	<b>\$ 12.87</b>

**Composite of Blocks A and B effective 09/01/2017 – 08/31/2022**

09/01/2017 - 08/31/2022	Annual Rent	Monthly Rent	Rent per RSF <sup>1</sup>
Shell Rent	\$ 335,202.90	\$ 25,211.17	\$ 9.70
Operating Cost	\$ 109,545.69	\$ 9,128.81	\$ 3.17
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
<b>Full Service Rent</b>	<b>\$ \$444,748.59</b>	<b>\$ 37,062.38</b>	<b>\$ 12.87</b>

Rates PRSF, PABOA and Monthly are rounded on ALL tables.

**Paragraph 4 is amended to read:**

The Government may terminate this lease in whole or in part at any time on or after August 31, 2017 by giving at least 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.

**Paragraph 7 is amended to read:**

In accordance with the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, the maximum Tenant Improvement Allowance \$ 821,489.28 shall be amortized over 5 years at 8.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$199,882.09."

**General Services Lease Contract GS-04B-50006**

**Paragraph 14, RENT COMMENCEMENT is added to the lease as follows:**

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in August 1, 2011.

Lessor KM GOVT [Signature]