

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-61170
ADDRESS OF PREMISES 2nd and 4th floors Suite 200 and Suite 400 of the Davie Building 6701 Carmel Road, Charlotte, NC 28226-3983	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **PKY Fund II Charlotte I, LLC**

whose address is: 6701 Carmel Road, Suite 117
Charlotte, NC 28226-3963

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, rent commencement and Tenant Improvement Reconciliation.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on January 18, 2013 as follows:

A. Tenant Improvement Allowance – Reconciliation: In SLA 1, the Government provided a Notice to Proceed for \$190,815.41. In Lease Amendment (LA) 2, the Government provided Notice to Proceed for Change Order 1 in the amount of \$3,097.76. The total TI budget at the completion of the project was \$193,913.17. The entire amount of \$193,913.17 will be amortized into the rent over 60 months at the interest rate of 6.5%. The new TI rate is \$2.13 RSF or \$2.45 OASF for an amount of \$3,794.13 per month or \$45,529.61 per year will be paid.

B. Paragraph 2 is hereby deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 18, 2013 through January 17, 2018, subject to termination and renewal rights as may be hereinafter set forth.

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

Signature: _____
Name: John Howell
Title: Vice President
Entity Name: PKY Fund II Charlotte I, LLC
Date: 01/28/2013

FOR THE GOVERNMENT

Signature: _____
Name: Leshaundra L. Crut
Title: Lease Contracting Officer
GSA, Public Buildings Service, 4PR1D
Date: 01/31/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Regional Property Manager
Date: 01/28/2013

C. Paragraph 9 is hereby deleted and replaced with the following:

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

01.18.2013 - 01.17.2018	Rent per RSF	Rent per OASF	Annual Rent	Monthly Rent
Shell rent	\$ 14.60	\$ 16.76	\$ 311,693.46	\$ 25,974.46
Operating	\$ 3.83	\$ 4.40	\$ 81,818.00	\$ 6,818.17
TI Allowance	\$ 2.13	\$ 2.45	\$ 45,529.61	\$ 3,794.13
Total Rent	\$ 20.56	\$ 23.61	\$ 439,041.07	\$ 36,586.76

Rent for a lesser period shall be prorated. Rent checks should be made payable to:

PKY Fund II Charlotte I, LLC
 C/O Parkway Realty Services
 6701 Carmel Road, Suite 117
 Charlotte, NC 28226 – 3983

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. The Base Rent years 1-5 is determined to be \$311,693.46 per annum (\$14.60 RSF rounded).

Note 2. The rate per ANSI/BOMA office area square foot (OASF) is determined by dividing the total annual rent by the ANSI/BOMA office area square footage set forth in Paragraph 1. The Base Rate years 1-5 is determined to be \$311,693.46 per annum (\$16.76 per OASF rounded)."

D. Paragraph 10 is hereby deleted and replaced with the following:

"10. The Government may terminate this lease in whole or in part at any time on or after January 17, 2016, by giving at least ninety (90) days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

E. Paragraph 14 is hereby deleted and replaced with the following:

"14. In accordance with SFO Paragraph 2.4 Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker 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] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO 9NC2150 Paragraph 2.4 only [redacted] or [redacted] of the Commission, will be payable to CBRE. The remaining [redacted] or [redacted] which is the Commission Credit, shall be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time period practical.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent commences with the first month of the rental payments and continues as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$36,586.76 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent,

Second Month's Rental Payment \$36,586.76 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent."

INITIALS:  & 
 LESSOR & GOVT