

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04P-LNC60139
LEASE AMENDMENT	
ADDRESS OF PREMISES 3700 Arco Corporate Drive Charlotte, NC 28273-7089	PDN Number: N/A

THIS AMENDMENT is made and entered into between Whitehall Corporate Center #2, LLC

whose address is: **5950 Fairview Road Suite 800
Charlotte, NC28210**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, effective January 13, 2015.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to establish the final Tenant Improvement Allowance used and accept the Tenant Improvements made to the Premises and to establish the final rent table and economic terms of the Lease at 3700 Arco Corporate Drive, Charlotte, NC 28273-7089.

- In accordance with Lease Paragraphs 1.03.C and 1.08, the final amount of Tenant Improvement Allowance is hereby established as \$78,003.35; therefore, the rent table established in Paragraph 1.03 of the Lease is hereby deleted and replaced as follows:

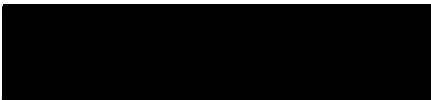
"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

Continued on Page 2 of 3

This Lease Amendment contains 3 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.

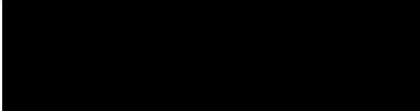
FOR THE LESSOR:

Signature: 
Name: _____
Title: Vice President
Entity Name: Whitehall Corporate Center #2, LLC
Date: February 11th 2015

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: _____
GSA, Public Building Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Paralegal
Date: 2-11-15

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 1/13/2015 – 1/12/2018	FIRM TERM 1/13/2018 – 1/12/2020	NON-FIRM TERM 1/13/2020 – 1/12/2022	NON-FIRM TERM 1/13/2022 – 1/12/2025
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$352,448.14	\$377,147.35	\$423,663.90	\$450,922.44
TENANT IMPROVEMENTS RENT ²	\$18,096.28	\$18,096.28	\$0.00	\$0.00
OPERATING COSTS ³	\$119,354.91	\$119,354.91	\$119,354.91	\$119,354.91
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$489,899.33	\$514,598.54	\$543,018.81	\$570,277.35

¹Shell rent calculation:

(Firm Term Years 1-3) \$14.74 per RSF multiplied by 23,911 RSF
 (Firm Term Years 4-5) \$15.77 per RSF multiplied by 23,911 RSF
 (Non-firm Term Years 6-7) \$17.72 per RSF multiplied by 23,911 RSF
 (Non-firm Term Years 8-10) \$18.86 per RSF multiplied by 23,911 RSF

²The Tenant Improvement Allowance of \$78,093.35 is amortized at a rate of 6.00 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.99 per RSF multiplied by 23,911 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.00 percent per annum over 5 years.

⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,792 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. This sub-paragraph has been intentionally deleted.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside)."

2. Paragraph 1.04 of the Lease is hereby deleted and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. 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. Only [REDACTED] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED], which is the Commission Credit, to 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

INITIALS:  & 
 LESSOR & GOVT

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 practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$40,824.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$40,824.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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LESSOR GOVT