

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 4</b>
	<b>TO LEASE NO. GS-04P-LNC60139</b>
<b>ADDRESS OF PREMISES</b> 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, NC 28210**

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 March 12, 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 modify the DUNS number for the Lessor and mutually modify the rent start date and lease term established in LA 3 to the Lease at 3700 Arco Corporate Drive, Charlotte, NC 28273-7089.

1. The DUNS number of the Lessor is hereby modified to: 806237371
2. The start date for rent is hereby re-established as April 1, 2015 and the term shall be from April 1, 2015 through March 31, 2025; therefore, the rent table established in Paragraph 1 of LA 3 is hereby deleted and replaced as follows:

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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: 4-1-15

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
GSA, Public Buildings Service,  
Date: April 7, 2015

**WITNESSED:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Paralegal  
Date: 4-1-15

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

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

	FIRM TERM 4/1/2015 – 3/31/2018	FIRM TERM 4/1/2018 – 3/31/2020	NON-FIRM TERM 4/1/2020 – 3/31/2022	NON-FIRM TERM 4/1/2022 – 3/31/2025
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$352,448.14	\$377,147.35	\$423,663.90	\$450,922.44
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$18,096.28	\$18,096.28	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$119,354.91	\$119,354.91	\$119,354.91	\$119,354.91
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$489,899.33</b>	<b>\$514,598.54</b>	<b>\$543,018.81</b>	<b>\$570,277.35</b>

<sup>1</sup>Shell 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  
<sup>2</sup>The Tenant Improvement Allowance of \$78,003.35 is amortized at a rate of 6.00 percent per annum over 5 years.  
<sup>3</sup>Operating Costs rent calculation: \$4.99 per RSF multiplied by 23,911 RSF  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.00 percent per annum over 5 years  
<sup>5</sup>Parking 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)."

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INITIALS:  &   
 LESSOR & GOVT