

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-50006	DATE 01/03/2012	PAGE 1 of 2
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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 MAC ARTHUR 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 March 20, 2012, as follows:

1. The Government hereby accepts the Lessor's proposal to provide, install and maintain the tenant improvements as described in the Lessor's final proposal dated 2/29/12 however the Government can only issue a Notice To Proceed of the Tenant Improvement cost not to exceed \$969,508.04. The Government will issue a separate NTP for the remaining \$14,960.96 once the Agency secures additional funding. Alterations shall be in full accordance with SFO 8NC2100, the Lease terms, and the final approved construction drawings to include all necessary labor and materials.

**Total Cost: \$984,469.00**

In accordance with paragraph 8 of the SF2 and SFO 0NC2036, the payment of the Tenant Improvement costs shall be broken down as follows:

Amortized over the 5 years of the lease:	\$ 786,513.75
Via lump sum as described in this agreement	\$ 182,994.29
Agency to provide additional funding:	\$ 14,960.96
Total:	\$ 984,469.00

2. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$182,994.29 upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR Charlotte Portfolio of Three LLC**

SIGNATURE		NAME OF SIGNER Erica C. Smyth
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ADDRESS 19762		PRESENCE OF
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SIGNATURE		NAME OF SIGNER Michael B. Maglone
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ADDRESS		
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**UNITED STATES OF AMERICA**

NAME OF SIGNER: Alvin P. Jackson
OFFICIAL TITLE OF SIGNER: Contracting Officer

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Alvin Jackson  
Real Estate Division (4PEA)  
77 Forsyth St. Suite 500  
Atlanta, GA 30303



A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the item(s) delivered
- GSA PDN Number \_\_\_\_\_ (to be supplied by Contracting Officer upon execution of this SLA)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

**All other terms and conditions remain in full force and effect.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

INITIALS:    
LESSOR GOV'T