

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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 Notice to Proceed for Change Order 1.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now hereby be construed to mean "Lease Amendment".
- B. The Government has determined that the Lessor's Change Order One (1) dated November 27, 2012, hereby attached to this Lease Amendment (LA) in the total amount of [REDACTED] is fair and reasonable. Upon full execution and delivery of this LA the Lessor can consider this as a Notice to Proceed in the amount not to exceed [REDACTED]. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction.

Change Order one (1) consists of the following:

CO #	Description of Work	Cost
1	[REDACTED] for Secure Parking	[REDACTED]
	Total Cost	[REDACTED]

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 [REDACTED]

Signature: [REDACTED]
 Name: W Howell
 Title: Vice President
 Entity Name: PKY Fund II Charlotte I, LLC
 Date: 01/28/2013

FOR THE GOVERNMENT [REDACTED]

Signature: [REDACTED]
 Name: LeShandra L. Grier
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 4PR1D
 Date: 01/31/2013

WITNESSED FOR THE LESSOR BY: [REDACTED]

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Regional Property Manager
 Date: 01/28/2013

Notice to Proceed previously issued for Tenant Improvements approved a total cost of \$190,815.41. With the addition of Change Order 1, outlined above, the new total TI cost is: \$193,913.17. The full amount of \$193,913.17 will be amortized into the rent over the firm term of the Lease (60 months) at the rate of 6.5%.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized amount to reflect any additional Tenant Improvement costs during the course of the project. Any approved changes will be documented in a future LA. Any Tenant Improvement amount over the original tenant allowance of \$695,267.05 will be paid pursuant to SFO Section 3.3 attached to the lease.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

INITIALS:  LESSOR &  GOVT