

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>4</u>
	TO LEASE NO. <u>GS-04B-61170</u>
ADDRESS OF PREMISES 2 <sup>nd</sup> and 4 <sup>th</sup> floors Suite 200, 210, and 400 of the Davie Building 6701 Carmel Road, Charlotte, NC 28226-3983	PDN Number:

**THIS AMENDMENT** is made and entered into 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. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 1, 2013 as follows:

- A. This Lease Amendment (LA) No. **4** has been prepared to expand leased space by 6,012 RSF which would total 27,360 RSF.
- B. Upon the completion of the Tenant Improvement per the scope of work attached and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Cost, and the amortized Tenant Improvement Cost for Block B and Composite Rate) shall be established by a subsequent Lease Amendment.
- C. **Paragraph 1** is hereby deleted and replaced with the following:

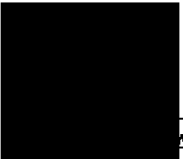
The lessor hereby leases to the Government the following described premises:

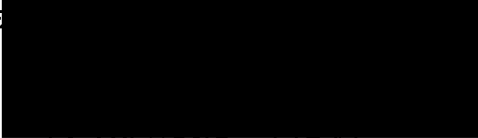
A total of 27,360 rentable square feet (RSF) of office and related space, which yields 23,832 ANSI/BOMA Office Area square feet (ABOASF) to be located on the 2<sup>nd</sup> and 4<sup>th</sup> floor, Suites 200, 210, and Suite 400 of the Davie Building at 6701 Carmel Road, Charlotte (Mecklenburg County), North Carolina 28226-3983, along with fifty-six (56) surface parking spaces, to be used for such purposes as determined by the General Services Administration.

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**   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ well  
Title: Vice President  
Entity Name: PKY Fund II Charlotte I, LLC  
Date: 6/24/13

**FOR THE**   
Signature: \_\_\_\_\_  
Name: LESLIE DUBOIS  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 7/20/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: Leasing Coordinator  
Date: 6/24/13

	Rentable Square Feet	ANSI/BOMA Office Area Square
Block A	21,348 RSF	18,595 ABOA
Block B	6,012 RSF	5,237 ABOA

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

The government shall pay the Lessor annual rent for the entire term, monthly, in arrears as follows:

**Block A**

Term 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
<b>Total Rent</b>	<b>\$20.56</b>	<b>\$23.61</b>	<b>\$439,041.07</b>	<b>\$36,586.76</b>

**Block B**

Term-11.01.2013-01.17.2018	Rent Per RSF	Rent Per OASF	Annual Rent	Monthly Rent
Shell Rent	\$14.60	\$16.76	\$87,778.76	\$7,314.90
Operating	\$3.83	\$4.40	\$23,041.46	\$1,920.12
TI Allowance	\$10.17	\$11.68	\$61,168.82	\$5,097.40
<b>Total Rent</b>	<b>\$28.61</b>	<b>\$32.84</b>	<b>\$171,989.04</b>	<b>\$14,332.42</b>

**Composite Rate**

Term 11.01.2013-01.17.2018	Rent Per RSF	Rent Per OASF	Annual Rent	Monthly Rent
Shell Rent	\$14.60	\$16.76	\$399,472.22	\$33,289.35
Operating	\$3.83	\$4.40	\$104,859.50	\$8,738.29
TI Allowance	\$3.89	\$4.48	\$106,698.43	\$8,891.54
<b>Total Rent</b>	<b>\$22.32</b>	<b>\$25.64</b>	<b>\$611,030.15</b>	<b>\$50,919.18</b>

E. 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, 2018, by giving at least ninety (90) days notice in writing to the Lessor and not rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

F. Paragraph 12 is hereby deleted and replaced with the following:

Rent includes a Tenant Improvement Allowance of \$ 416,660.59 (Block A \$193,913.17; Block B \$222,747.42) to be amortized through the lease over 60 month at the rate of 6.5% resulting in \$106,698.43 per annum or \$8,891.54 (Block A \$45,529.61; Block B \$61,168.82) monthly at \$3.89 per rentable square foot, \$4.48 per ANSI BOMA Office Area square feet

G. Construction Documents (CD's) which shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, and architectural improvements will be paid for at the Lessor's expense.

INITIALS:  LESSOR &  GOVT