

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE September 12, 2011
	TO LEASE NO. GS-04B-61026	PAGE 1 of 3

ADDRESS OF PREMISES 810 Tyvola Road, Suite 108
Charlotte, NC 28217-3589

THIS AGREEMENT, made and entered into this date by and between Charlotte - Highland Limited Partnership

whose address is 1853 William Penn Way
Lancaster, PA 17601-6713

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2011, as follows:

Paragraphs 2, 3, 4, 10, and 23 of the Lease are hereby deleted in their entirety and replaced as follows for the purpose of reconciling said Lease:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011 through August 31, 2021, subject to termination and renewal rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:


TERM	ANNUAL RENT	RATE PER RSF ¹	RATE PER ABOASF ²	MONTHLY RATE
09/01/2011 - 08/31/2016	\$92,774.12	\$17.45	\$17.45	\$7,731.18
09/01/2016 - 08/31/2021	\$82,398.00	\$15.50	\$15.50	\$6,866.50


Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.
 Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9."

"4. The Government may terminate this lease, in whole or in part, at any time on or after September 1, 2016, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

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 above date.

LESSOR: Charlotte - Highland Limited Partnership

BY  _____

IN P  _____

Mark C. Fitzgerald
 President/Chief Operating Officer

 (Title)
1853 William Penn Way, Lancaster PA
 (Address)

UNITED STATES OF AMERICA

BY  _____

WILLIAM JUSTIN KIDWELL, LEASE CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION

 (Official Title)

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"10. The rental rate in Paragraph 3 for the period 09/01/2011 through 08/31/2016 includes all Tenant Improvements (TI). The TI Allowance was used to construct the interior space in accordance with the approved DIDs provided by the Government. In accordance with Paragraph 2.2 of SFO No. 7NC2018 (see Amendment No. 2 to Solicitation for Offers 7NC2018), the TI Allowance provided in the Lease was \$37.38462 per ABOASF, or a total of \$198,736.64 which was to be amortized at an interest rate of 5% over five (5) years yielding an annual cost of \$45,004.87 at a rate of \$8.47 per ABOASF (\$8.47 per RSF).

Since the entire TI allowance of \$37.38462 per ABOASF was not used, the Government hereby adjusts the rental rate downward to off-set the difference. The actual TI cost is detailed as follows:

Initial TI Cost per Supplemental Lease Agreement (SLA) No. 1	\$ 47,345.00
Change Order #1 – Permit Fees (not originally accounted for in TI cost)	██████████
Change Order #2 – New Cabinets in Storage Room 104 (per tenant agency's request)	██████████
Change Order #3 – Three New Digital Thermostats (originally misidentified as Shell cost in Requirements Punchlist; however, Lessor's TI estimate, as detailed in Exhibit A to SLA No. 1, did not account for this cost anyhow)	██████████
Total TI Cost	\$ 51,123.46

This results in a reduction to the TI allowance of \$147,613.18 (\$198,736.64 - \$51,123.46). Therefore, the actual TI cost of \$51,123.46 amortized at an interest rate of 5% over five (5) years yields an annual cost of \$11,577.15 at a rate of \$2.18 per ABOASF (\$2.18 per RSF)."

"23. In accordance with SFO No. 7NC2018, Paragraph 1.13, the Lessor and the Broker have agreed to a cooperating lease commission of ██████ of the firm term value of this lease. The total amount of the commission is ██████. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego ██████ of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is ██████. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The ██████ balance of the commission is ██████. The Lessor previously paid ██████ to the Broker. Therefore, the remaining balance of the commission is ██████ which is to be paid to the Broker upon receipt of a commission invoice within 30 days.

INITIALS: MM & WJH
 LESSOR & GOV'T

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Notwithstanding Paragraph 3 of this Supplemental Lease Agreement, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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.

First Month's Rental Payment of \$7,731.18 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$7,731.18 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

INITIALS: &
LESSOR GOVT