

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-62008
ADDRESS OF PREMISES One Fairview Center 6302 Fairview Road Charlotte, NC 28210-2226	PDN Number:

THIS AMENDMENT is made and entered into between **MIDTOWN ACQUISITIONS LLC**

whose address is: 610 E Morehead Street, Suite 250, Charlotte, NC 28202-2614

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended to issue NTP for Tenant improvement Change Orders and to reconcile rental payments to include Tenant improvement costs:

Effective March 1, 2014:

The Government hereby accepts the Lessor's proposal and issues a **Notice to Proceed for Change Orders #1-10** (see attached) to provide all labor and materials necessary to install and maintain the improvements in the amount of **\$42,512.95**. Lease Amendment #1 issued a Notice to Proceed in the not to exceed amount of \$122,472.72. Of that amount \$118,593.20 was used for construction and architectural costs and therefore left a balance of \$3,879.52 in unused NTP funds. The Government wishes to add to the expended TI amount of \$118,593.20, the costs for Change Orders #1-10 in the amount of \$42,512.95 to equal a total of **\$161,106.15** of expended Tenant Improvements costs.

In accordance with the lease Paragraph 1.08 entitled *Tenant Improvement Rental Adjustment*, **Tenant Improvements in the NEW total amount of \$161,106.15 shall be amortized through the rent over 60 months at 8%**, and is included in the annual rent payment identified in Paragraph 1.03 of the lease. All work is to take place after normal business hours. Any deviations from the attached approved drawings or proposals will not be permitted unless prior written authorization is obtained from the GSA Contracting officer.

The Lessor hereby waives restoration as a result of all improvements.

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]

Signature: [Redacted]
 Name: Michael V. Farrell
 Title: Manager
 Entity Name: Midtown Acquisitions LLC
 Date: 4-24-14

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: [Redacted]
 Name: Heather Diskin
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 4/25/2014

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: [Redacted]
 Name: Authorized Agent
 Title: sy
 Date: 4-24-14

Effective March 1, 2014:

To Have and To Hold the said Premises with its appurtenances for the term beginning September 1, 2013 through August 30, 2023 for a period of 10 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor hereby leases to the Government 7,973 rentable square feet (RSF) of office and related space, yielding 6,933 ANSI/BOMA office area of space and 3 structured parking spaces.

Paragraph 1.03 is hereby amended to reflect:

TERM	RSF	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENTS	ANNUAL RENT	PRSF RATE	PUSF RATE
09/01/2013-2/28/2014	7,973	\$99,121.72	\$63,066.43*	\$0.00	\$162,188.15	\$20.34	\$23.39
03/01/2014-02/28/2019	7,973	\$99,121.72	\$63,066.43*	\$39,199.82	\$201,387.97	\$25.26	\$29.05
03/01/2019-08/31/2023	7,973	\$136,258.57	\$63,066.43*	\$0.00	\$199,325.00	\$25.00	\$28.75

*Rent is exclusive of 2013 CPI escalation.

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 be now hereby construed to mean "Lease Amendment".

END OF DOCUMENT

INITIALS:

MPH
LESSOR

&

[Signature]
GOVT