

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE <i>January 31, 2011</i>
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-04B-48110	Page 1 of 2

ADDRESS OF PREMISES: 401 Tiffany Drive, Sanford, NC 27330-9306

THIS AGREEMENT, made and entered into this date by and between **Wise Developments, LLC**

whose address is 1219 North South Street
Mount Airy, NC 27030-2855

Hereinafter-called 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, effective October 4, 2010 as follows:

Paragraphs 1, 2, 3, 4, 6, 10, 11, 13 and 22 of the lease are hereby deleted in their entirety and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises: A total of 9,915 Rentable Square Feet (RSF) of office and related space, consisting of 8,622 ANSI/BOMA Office Area Square Feet (ABOASF) at 401 Tiffany Drive, Sanford, North Carolina 27330-9306.

to be used for such purposes as determined by the General Services Administration"

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 4, 2010 through October 3, 2020, 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
10/04/2010 – 10/03/2015	\$276,026.73 ³	\$27.84	\$32.01	\$23,002.23
10/04/2015 – 10/03/2020	\$210,690.63 ⁴	\$21.25	\$24.44	\$17,557.55

Note 1: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above.

Note 2: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 9.

Note 3. Shell Rent \$15.75 (\$156,190.63); Operating Costs \$5.50 (\$54,500.00); Tenant Improvements \$6.59 (\$65,336.10)

Note 4. Shell Rent \$15.75 (\$156,190.63); Operating Costs \$5.50 (\$54,500.00)"

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: *Wise Developments, LLC*

BY _____

Managing Member
(Title)

IN _____

PO Box 804 Mt Airy NC 27030
(Address)

(Witness)

BY _____

GENERAL SERVICES ADMINISTRATION

CONTRACTING OFFICER
(Official Title)

- "4. The Government may terminate this lease, in whole or in part, at any time on or after October 4, 2015, 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 day of mailing."
- "6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
Wise Developments, LLC
1219 N South Street
Mount Airy, NC 27030-2855"
- "10. In accordance with the SOLICITATION FOR OFFERS 8NC2064, Paragraph 1.10 (Tenant Improvements Rental Adjustment), the rent rate in paragraph 3 above for the period 10/04/2010 – 10/03/2015 includes **\$278,270.17** Tenant Alterations costs (\$32.27 per ABOASF, per 8,622 ABOASF), amortized over the five (5) year firm term period of the lease contract at an interest rate of 6.5% per year, using end of month payment computations (\$7.58 per ABOASF, \$6.59 per RSF). The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. The entire tenant improvement allowance, as noted in Standard Form 2 was not used, the Government has adjusted the rental rate downward to off-set the difference in the T/I."
- "11. In accordance with Paragraph 1.9 (Building Shell Requirements) of SFO No. 8NC2064, the shell rate is established as \$18.12 per ABOASF (\$15.75 per RSF)."
- "13. In accordance with Paragraphs 3.7 (Operating Costs) and 3.8 (Operating Costs Base) of SFO No. 8NC2064, the escalation base is established as \$6.32 per ABOASF (\$5.50 per RSF)."
- "22. In accordance with the SOLICITATION FOR OFFERS 8NC2064, Paragraph 1.13, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. 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 [REDACTED] balance which equates to [REDACTED] less [REDACTED] previously paid and a remaining balance of [REDACTED] to be paid to the broker upon receipt of a commission invoice and payable within 30 days.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 \$23,002.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$23,002.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

All other terms and conditions of the lease shall remain in force and effect.

END OF DOCUMENT

 & 
Lessor Government