

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

11/10/2010

LEASE NO. **GS-04B-50009**

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

Whose address is 1219 N South Street
Mount Airy, NC 27030-2855

and whose interest in the property hereinafter described is that of OWNER
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,397 Rentable Square Feet (RSF) of office and related space, consisting of 11,101 ANSI/BOMA Office Area Square Feet (ABOASF) to be constructed at New Hope Road, Goldsboro, North Carolina 27534, as shown on the attached floor plans.

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 of ten (10) years beginning September 1, 2011 through August 31, 2021, subject to termination and renewal rights as may be hereafter set forth.

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
09/01/2011 – 08/31/2016	\$341,413.38	\$27.5400	\$30.7552	\$28,451.12
09/01/2016 – 08/31/2021	\$252,564.75	\$20.3731	\$22.7515	\$21,047.06

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 day of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
DELETED	DELETED	DELETED	DELETED	DELETED

provided notice be given in writing to the Lessor at least ___ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. Rental will be based on the rate per ABOASF as noted in Paragraph 3 above. The lease contract and the amount of rent are according to 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

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

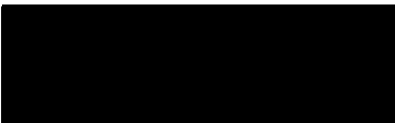
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 9NC2075.
- B. Buildout in accordance with Solicitation for Offers 9NC2075. Design Intent Drawings (DID's) shall be due from the Government within one hundred twenty (120) calendar days subsequent to lease award (in coordination with the tenant agency). All tenant alterations to be completed within one hundred twenty (120) working days from receipt of notice to proceed to construct tenant improvements, which include a written scope of work and finish schedules. Lease term to be effective and rental to begin on date of occupancy as identified in Paragraph 2.
- C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the Government Contracting Officer.
- D. Lessor shall provide sixty-two (62) parking spaces as part of the lease, at no additional cost to the Government.

8. The following are attached and made a part hereof:

- A. Solicitation for Offers 9NC2075.
- B. Social Security Administration – Atlanta Region, Office Space Specifications and Requirements
- C. GSA Form 3517B entitled General Clauses (Rev. 06/08).
- D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
- E. Floor Plan, New Hope Road.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **Wise Developments, LLC**

BY  *Managing Member* E. Dean Bray III
Authorized Official, (Signature)

IN THE PRESENCE OF  PO Box 804 1219 N South St
Mount Airy, NC 27030
(Address)

U 
B CRAIG THOMAS, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 11,101 ABOASF of office and related space, as identified in SFO 9NC2075.
10. The rent rate in Paragraph 3 for the period of five (5) years includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9NC2075, the Tenant Improvement allowance (T/I) provided in the lease is \$34.08804 per ABOASF, or a total of \$378,411.33 amortized at an interest rate of 6.5% over five (5) years at a rate of \$8.00 per ABOASF (\$7.17 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the tenant improvement cost exceeds \$34.08804 per ABOASF (for up to 11,101 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$34.08804 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9NC2075, the shell rate is established as \$16.92 per ABOASF (\$15.15 per RSF) for years 1-10, totaling \$187,864.75 per annum.
12. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 9NC2075, the common area factor (CAF) is established as 11.67% or 1.1167, based on 12,397 RSF and 11,101 ABOASF.
13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9NC2075, the percentage of Government occupancy is established as 100% (based on total building area of 12,397 RSF and the Government's occupancy of approximately 12,397 RSF).
14. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 9NC2075, the escalation base is established as \$5.83 per ABOASF (\$5.22 per RSF), totaling \$64,700.00 per annum.
15. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 9NC2075, the rental rate reduction is established as \$5.00 per ANSI/BOMA square foot (\$4.48 per RSF), totaling \$61,985.00 per annum.
16. In accordance with Paragraph 4.6 (Overtime Usage) of SFO No. 9NC2075, the hourly overtime usage for the entire space will be provided at \$10.00 per hour.
17. In accordance with Paragraph 9.7 (Radon in Air), a Radon Certification must be furnished within 150 days after award. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required and results forwarded to the Contracting Officer.
18. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
22. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by Solicitation for Offers 9NC2075:

INITIALS: OB & C7
Lessor Gov't

- A. Provision of emergency illumination in corridors, stairways, and office space.
- B. Provision of exit lights in corridors.
- C. Provision of two (2) exits on each floor occupied by the Government.
- D. Provision of a fire extinguisher near every exit.

23. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by Solicitation for Offers 9NC2075:

- A. Door Entrances.
- B. Exit Doors.
- C. Parking Areas/Curb Cuts.
- D. Restrooms.
- E. Width of Exit Doors.

24. In accordance with the SOLICITATION FOR OFFERS 9NC2075, Paragraph 2.4, 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] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

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 \$28,451.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$28,451.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

25. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

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Lessor Gov't