

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO GS-04B-50009
ADDRESS OF PREMISES 313 West New Hope Road Goldsboro, North Carolina 27534-9426	PDN Number <b>PS0026241</b>

THIS AMENDMENT is made and entered into between Wise Developments, LLC

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

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

WHEREAS the parties hereto desire to amend the above Lease contract as follows,

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, 2012** as follows

Paragraphs 2, 3, 4, 10 and 24 of the lease are deleted in their entirety and the following paragraphs are substituted therefore

2. **LB** TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning **November 1, 2012** through **February 11, 2023**, subject to termination and renewal rights as may be hereafter set forth  
**October 31, 2022**

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

**Months 1 - 3 (Firm Term): November 1, 2012 – February 11, 2013**

Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$187,864.75	\$64,700.00	\$0.00	\$20.3731	\$22.7515	\$252,564.75	\$21,047.06

**Months 4 - 63 (Firm Term): February 12, 2013 – February 11, 2018**

Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$187,864.75	\$64,700.00	\$88,848.63	\$27.5400	\$30.7552	\$341,413.38	\$28,451.11

**Months 64 - 123: February 12, 2018 – ~~February 11, 2023~~ **October 31, 2022**** **LB**

Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$187,864.75	\$64,700.00	\$0.00	\$20.3731	\$22.7515	\$252,564.75	\$21,047.06

Note: 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 of the lease (12,397). The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in the lease (11,101).

This Lease Amendment contains 1 page.

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

FOR THE  
Signature: [Redacted]  
Name: [Redacted]  
Title: Managing Member  
Entry Name: Wise Developments LLC  
Date: 3/14/13

FOR THE  
Signature: [Redacted]  
Name: Tracie ENSLEY  
Title: Lease Contracting Officer  
GSA: Public Buildings Service  
Date: 4/4/13

WITNE  
Signature: [Redacted]  
Name: [Redacted]  
Title: VP  
Date: 3/14/13

4 The Government may terminate this lease, in whole or in part, at any time on or after **February 12, 2018**, 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.

10. The rent rate in Paragraph 3 for the period of November 1, 2012 – February 11, 2013 does not include Tenant Improvements. The period of February 12, 2013 – February 11, 2018 includes Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9NC2075, the Tenant Improvement allowance (T/I) for the firm term provided in the lease is \$34,088.04 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).

This Lease Amendment No. 2 has been prepared to issue acceptance and notice to proceed of the Lessor's proposal, described in the attached scope of work, in the amount of \$643,435.01. The IGE has been received and the cost has been determined to be fair and reasonable.

The overage in Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a one-time lump sum payment in the amount of \$265,064.08 which shall be due upon receipt of an original invoice. The Government shall reimburse the Lessor in a lump sum payment in the amount of **\$265,064.08**, upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P.O. Box 17181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Wanda Hardiman  
Contracting Officer  
General Services Administration  
77 Forsyth Street, Suite 500  
Atlanta, GA 30303

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it
5. GSA PDN # PS0026241

24 **BROKER COMMISSION AND COMMISSION CREDIT**

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] less [REDACTED] leaving a net balance of [REDACTED] to be paid to the broker 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

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

End of Document

INITIALS: WPB  
LESSOR

&

GOVT  
GOVT