

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>SLA#1</b>	TO LEASE NO. <b>GS-04B-50100</b>	DATE	PAGE <b>1 of 2</b>
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ADDRESS OF PREMISES  
**4200 Morganton Road, Fayetteville, North Carolina 28314-1376**

**THIS AGREEMENT** made and entered into this date by and between **RIDDI E COMPANIES, INC**

whose address is **238 N. MCPHERSON CHURCH ROAD  
FAYETTEVILLE, NC 28303-4496**

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

**WHEREAS**, the parties hereto desire to amend the above Lease in order to incorporate an additional 165 rentable/144 office area square feet.

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

**1. Paragraph 1 deleted in it's entirety and replaced as follows:**

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

A total of 7,818 rentable square feet (RSF) of office and related space, which yields 6,852 ANSI/BOMA Office Area square feet (ABOASF) to be located at 4200 Morganton Road, Fayetteville, North Carolina 28314-1376, along with 7 reserved surface parking spaces, as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, to be used for such purposes as determined by the General Services Administration."

**2. Paragraph 2 deleted in it's entirety and replaced as follows:**

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the fifteen (15) years, ten (10) years firm term, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred twenty (120) working days subsequent to receiving the notice to proceed from the Government.

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>PRSF RATE</u> (rounded)	<u>PRSF OASF</u> (rounded)	<u>MONTHLY RATE</u>
10/01/2011 - 09/30/2021	\$157,607.23	\$20.16	\$23.00	\$13,133.93
10/01/2021 - 09/30/2026	\$123,064.32	\$15.74	\$17.96	\$10,255.36

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above. The Base Rate years 1-15 is determined to be \$91,865.87 per annum (\$11.75 per rsf rounded)

Note 2. The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1. The Base Rate years 1-15 is determined to be \$91,865.87 per annum (\$13.41 per oasf rounded).

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 11 of this lease contract."

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

**LESSOR**

	4/14/2011	NAME OF SIGNER <b>Joseph P. Riddle, III</b>
	238 N McPherson Church Road, Fayetteville, NC 28303	

**IN PRESENCE OF**

	4/14/2011	NAME OF SIGNER <b>Christine A. Rhodes</b>
	ADDRESS <b>238 N McPherson Church Road, Fayetteville, NC 28303</b>	

**UNITED STATES OF AMERICA**

		NAME OF SIGNER
		OFFICIAL TITLE OF SIGNER <b>Robert E. Scott, Contracting Officer</b>

3. Paragraph 8 deleted in it's entirety and replaced as follows:

"8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$259,283.31 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6% (\$4.42 prsf, \$5.04 poasf rounded). In accordance with Solicitation for Offers 8NC2162 Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly"

4. Paragraph 9 deleted in it's entirety and replaced as follows:

"9. In accordance with Solicitation for Offers 8NC2162 Paragraph 4.1.C, *Measurement of Space*, the common area factor is established as 1.141 (7,818 RSF / 6,852 ABOASF)."

5. Paragraph 10 deleted in it's entirety and replaced as follows:

"10. In accordance with Solicitation for Offers 8NC2162 Paragraph 4.2.B.9, *Tax Adjustment*, the percentage of Government occupancy is established as 14.152% (7,818 rsf / 55,244 rsf)."

6. Paragraph 11 deleted in it's entirety and replaced as follows:

"11. In accordance with Solicitation for Offers 8NC2162 Paragraph 4.3, *Operating Costs*, the escalation base is established as \$31,198.45 per annum (\$3.99 prsf, \$4.55 poasf rounded).

7. Paragraph 16 deleted in it's entirety and replaced as follows:

"16. In accordance with Solicitation for Offers 8NC2162 Paragraph 2.3, *Broker Commission and Commission Credit*, Gwen E. Fogel is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and , Gwen E. Fogel have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease ("Commission"). The total amount of the Commission is [redacted] and remains unchanged. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [redacted], which is [redacted] of the Commission, will be payable to , Gwen E. Fogel when the Lease is awarded. The remaining [redacted] which is [redacted] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.

First month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted first month's rent).

Second month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted second month's rent).

Third month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted third month's rent).

Fourth month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted fourth month's rent).

Fifth month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted fifth month's rent).

Sixth month's rental payment of \$13,133.93 minus the prorated commission credit of [redacted] equals [redacted] (adjusted sixth month's rent).

[Large handwritten scribble]

All other terms and conditions remain in full force and effect.

INITIALS. [Signature] & [Signature]  
LESSOR GOVT