

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LNC60332
ADDRESS OF PREMISES 736 Medical Center Drive Wilmington, NC 27701	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Seamist Properties Wilmington, NC**

whose address is: 3807 Peachtree Ave, Suite 200, Wilmington, NC 28403-6725

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- 1.) To accept the Tenant Improvements (TIs) as substantially complete; and
- 2.) To restate the Commencement Date of the lease rental payments; and
- 3.) To restate the amount of area leased by the Government; and
- 4.) To restate the Common Area Factor; and
- 5.) To establish the annual rental amounts; and
- 6.) To restate the Base Cost of Services; and
- 7.) To restate the number of parking spaces assigned to this Lease; and
- 8.) To state the Broker Commission and the Commission Credit; and
- 9.) All other terms and conditions of this lease shall remain in full force and effect.

This Lease Amendment contains 3 pages plus Exhibit "A" (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:

Signature: [Redacted]

Name: McKinley D. Dull

Title: MANAGER

Entity Name: Seamist Properties Wilmington, LLC

Date: 3-28-17

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: LE Shaudon Greer

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 3/29/2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Walter Pete Avery

Title: AUTHORIZED REPRESENTATIVE

Date: 3-28-17

- 1.) The Tenant Improvements have been substantially completed and the Government accepts the leased space on April 9, 2017. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 Condition Survey Report, which is depicted in the attached Exhibit "A", have not been met and the Lessor is required to cure these deficiencies by April 12, 2017. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed.

In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

- 2.) The Commencement Date of the rental shall be April 9, 2017, and shall expire on April 8, 2027, subject to the termination rights set forth in the lease.
- 3.) The total square footages of the leased premise is established as **11,916** rentable square feet (RSF), yielding **10,100** ANSI/BOMA Office Area (ABOA) square feet.
- 4.) The Common Area Factor is established as **15** percent.
- 5.) The Government shall pay the Lessor annual rent as follows:

	04/09/17 – 04/08/22	04/09/22 – 04/08/27
	ANNUAL RENT	
SHELL RENT ¹	\$190,067.64	\$201,976.20
TENANT IMPROVEMENTS RENT ²	\$6,946.54	\$0.00
OPERATING COSTS ³	\$75,070.80	\$75,070.80
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$3,532.10	\$0.00
TOTAL ANNUAL RENT	\$275,617.08	\$277,047.00

¹Shell rent calculation:

(Firm Term) \$15.95 per RSF multiplied by 11,916 RSF

(Non-Firm Term) \$16.95 per RSF multiplied by 11,916 RSF

²The Tenant Improvement Allowance of \$29,942.80 is amortized at a rate of 6 percent per annum over five (5) years.

³Operating Costs rent calculation: \$6.30 per RSF multiplied by 11,916 RSF

⁴Building Specific Amortized Capital (BSAC) of \$15,225.00 is amortized at a rate of 6 percent per annum over five (5) years.

- 6.) For the purposes of Consumer Price Index adjustments as provided in the lease agreement, the Base Cost of Services is established as **\$6.30** per RSF (**\$75,070.80/annum**).
- 7.) The number of parking spaces assigned to this lease shall be **22** surface/outside parking spaces reserved for the exclusive use of the Government.
- 8.) **CBRE, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **CBRE, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$22,968.09** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

INITIALS:

LESSOR

GOV'T

Month 2 Rental Payment **\$22,968.09** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

9.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

LESSOR

&

GOVT