

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-50007	DATE 1/28/2010	PAGE 1 of 2
ADDRESS OF PREMISES Corner of Pennsylvania Avenue and Aaron Tippin Blvd, tax parcel G010000500503, Greer, SC 29652			

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

whose address is 1219 N. South Street/ PO Box 804
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 to amend the square feet requirement.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon government execution.

The Purpose of this Supplemental Lease Agreement Number 1 is to establish a new square feet requirement to Lease Number GS-04B-50007. Accordingly paragraphs 1, 3, 9, 10, 12, 13, 14 & 21 are deleted in their entirety and replaced with the following:


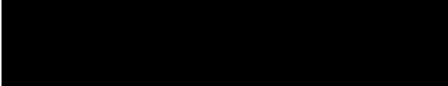
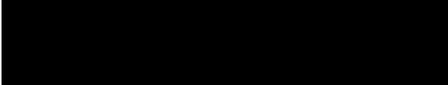
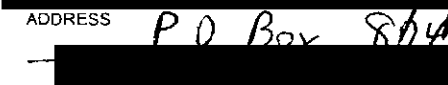
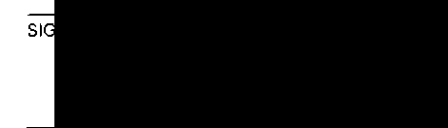
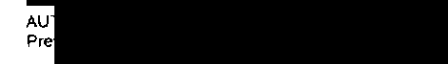
"1. The Lessor hereby leases to the Government the following described premises: A total of 9,544 Rentable Square Feet (RSF) of office and related space yielding 8,299 ANSI/BOMA Office Area Square Feet (OASF) in a newly constructed building at the corner of Pennsylvania Avenue and Aaron Tippin Boulevard, tax parcel # G010000500503, Greer, South Carolina, Greenville County, 29652. Total of fifty-six (56) on-site surface parking spaces are to be provided at no extra cost to the Government. The fifty-six (56) parking spaces shall be identified as follows: Thirty (30) visitor parking spaces, twenty-five (25) secured employee parking spaces and one (1) reserved parking space.

To be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

(Continued on Page 2)

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

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

LESSOR	
	NAME OF SIGNER Wise Developments, LLC E. Dean Bray III
	ADDRESS + Airy NC 27030
IN PRESENCE OF	
	NAME OF SIGNER E. D. Bray Jr
	ADDRESS P O Box 804 Mount Airy NC 27030
UNITED STATES OF AMERICA	
	NAME OF SIGNER Craig Thomas
	OFFICIAL TITLE OF SIGNER Contracting Officer

"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 OASF²</u>	<u>MONTHLY RATE</u>
May 1, 2010 – April 30, 2020	\$273,531.04	\$28.66	\$32.96	\$22,794.25
May 1, 2020 – April 30, 2025	\$228,483.36	\$23.94	\$27.53	\$19,040.28

* The rent shall be adjusted in accordance with SFO Paragraph 1.11 to reflect actual tenant allowance used.

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.

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."

"9. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$32.41 rounded or \$268,926.44 amortized at an interest rate of 6.5 % over 10 years (120 months), \$4.42 OASF (\$3.84 PRSF). 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 T/I cost exceeds \$32.41 rounded (for up to 8,299 OASF) or \$268,926.44, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$32.41 rounded or \$268,926.44 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) 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.

"10. Building Specific Security cost is \$73,500.00 amortized at an interest rate of 6.5% over 10 years (120 months), \$1.21 OASF (\$1.05 PRSF)."

"12. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 100% based on Government occupancy of 9,544 rentable square feet and total building area of 9,544 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES."

"13. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$6.83POASF (\$5.94 PRSF) rounded or \$56,700.00 annually."

"14. In accordance with Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 15% rounded based on 8,299 ANSI/BOMA Office Area Square Feet (OASF) and 9,544 rentable square feet."

21. In accordance with the SOLICITATION FOR OFFERS 8SC2130, Paragraph 2.4 the Lessor and the Broker have agreed to a SFO 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], [REDACTED] per month rounded, for four (4) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

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 \$22,794.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$22,794.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$22,794.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$22,794.25 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent;

INITIALS: DD LESSOR
AT GOVT