

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-50007	DATE 8/19/11	PAGE 1 of 3
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ADDRESS OF PREMISES  
Corner of Pennsylvania Avenue and Aaron Tippin Boulevard, 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution, as follows:

- I. The purpose of this Supplemental Lease Agreement (SLA) Two (2) is to provide Notice to Proceed on the Tenant Improvement Budget and amend the Shell rent for removal [REDACTED] maintenance contracts.

**1. NOTICE TO PROCEED**

The Government has determined that the Lessor's TI proposal in the amount of \$599,271.56 is fair and reasonable. This SLA serves as the Notice to Proceed for TI construction in the amount of \$599,271.56. Of this amount, \$320,125.83 will be amortized into the rent under the TI Allowance pursuant to the lease. The remaining \$279,145.73 will be paid in a one-time lump sum to the Lessor upon completion, inspection, and acceptance of the work and receipt of an invoice for the work, by the Government.

Invoice for payment shall be submitted directly to: GSA Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth, TX, 76102 or to the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the lessor, include an invoice number, this lease number, and the following Pegasys Document Number: PS# \_\_\_\_\_.

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

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

<b>LESSOR</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER E. Dean Bray III
ADDRESS PO Box 804 Mount Airy, NC 27030	
<b>IN PRESENCE OF</b>	
[REDACTED]	NAME OF SIGNER E. D. Bray Jr
[REDACTED]	Mount Airy, NC 27030
<b>UNITED STATES OF AMERICA</b>	
[REDACTED]	NAME OF SIGNER Wanda P. Hardiman
[REDACTED]	OFFICIAL TITLE OF SIGNER Contracting Officer

**2. Removal of [REDACTED] Maintenance from Lease Contract**

Pursuant to the request by the Government, the Lessor will not provide maintenance on the [REDACTED] machines during the lease term. The costs for said contracts are \$500.00 per machine for a total of \$1,000.00 per year. The Operating Costs are hereby reduced by the annual amount of \$1,000.00 from \$67,500.00 to \$66,500.00 per annum. The Lessor is not responsible for procuring or maintaining the X-ray or Magnetometer machines during this lease. Paragraph 3, 4, and 21 are deleted in their entirety and replaced with the following.

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

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

<b>10/01/2011 - 9/30/2021</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>	<b>Rent per RSF<sup>1</sup></b>	<b>Rent per ABOA<sup>2</sup></b>
<i>Shell Rent</i>	\$ 214,384.16	\$ 17,040.00	\$ 18.87	\$ 21.70
<i>Operating Cost</i>	\$ 66,500.00	\$ 5,541.67	\$ 5.85	\$ 6.73
<i>Tenant Improvements</i>	\$ 43,619.57	\$ 3,634.96	\$ 3.84	\$ 4.42
<b>Full Service Rent</b>	<b>\$ 324,503.73</b>	<b>\$ 27,051.21</b>	<b>\$ 28.57</b>	<b>\$ 32.85</b>

  

<b>10/01/2021 - 9/30/2026</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>	<b>Rent per RSF<sup>1</sup></b>	<b>Rent per ABOA<sup>2</sup></b>
<i>Shell Rent</i>	\$ 204,480.00	\$ 17,040.00	\$ 18.87	\$ 21.70
<i>Operating Cost</i>	\$ 66,500.00	\$ 5,541.67	\$ 5.85	\$ 6.73
<i>Tenant Improvements</i>	\$ -	\$ -	\$ -	\$ -
<b>Full Service Rent</b>	<b>\$ 270,980.00</b>	<b>\$ 22,581.67</b>	<b>\$ 23.85</b>	<b>\$ 27.53</b>

Note 1: The rate per Rentable Square Foot (RSF) is determined by dividing the total annual rent by the RSF

Note 2: The rate per OASF is determined by dividing the total annual rent by the OASF.

Paragraph 4 is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease, in whole or in part, at any time on or after September 20, 2021, the 10<sup>th</sup> year of the lease, by giving the Lessor at lease sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computer commencing with the day after the day of mailing."

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INITIALS: **DB** LESSOR  
**JK** GOVT

DB Paragraph 21 is hereby deleted in its entirety and replaced with the following:

22 WA ~~23~~ In accordance with 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 Lessor agrees to pay the Commission less the Commission Credit, [REDACTED], to the Broker in accordance to 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 \$27,041.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$27,041.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$27,041.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$27,041.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

INITIALS DB LESSOR  
WA GOVT