

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **AUGUST 16, 2010**

LEASE No. -GS-04B-50086.

THIS LEASE, made and entered into this date between **WISE DEVELOPMENTS, LLC DEAN BRAY III**

whose address is: 1219 N South Street
P.O. Box 804
Mount Airy, NC 27030

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total 7,524 rentable square feet (r.s.f.) yielding approximately 6,840 ANSI/BOMA Office Area square feet and related space and forty two (42) parking spaces in a newly constructed building, as shown on the attached floor plan, at the 1400 Block of Sims Street, Orangeburg, SC 29115,.

Said premises to be used for such purposes as determined by the General Services Administration.

2. HAVE AND TO HOLD the said premises with their appurtenances for the term of fifteen (15) years beginning upon acceptance, subject to termination and renewal rights as may be hereinafter set forth. Lease commencement date will be determined based upon the timely and successful completion of Tenant Improvements and will be finalized by the Acceptance of Space at Beneficial Occupancy, upon which rental payments will begin.. The actual term will be established by Supplemental Lease Agreement at the time the Government accepts the space
3. The Government shall pay the Lessor annual rent at the rate evidenced in the table below, per month in arrears. Rent for a lesser period shall be prorated.

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RATE/RSF</u>	<u>RATE/ABOASF</u>
Years 1- 10	\$ 195,548.76	\$ 16,295.73	\$ 25.99	\$ 28.59
Years 11-15	\$ 165,377.52	\$ 13,781.46	\$ 21.98	\$ 24.18

Rent for a lesser period shall be prorated. Rent shall be made payable to:

**WISE DEVELOPMENTS, LLC DEAN BRAY III
1219 N South Street
P.O. Box 804
Mount Airy, NC 27030**

4. The Government may terminate this lease in whole or in part effective any time after the tenth (10) year of this lease giving at least sixty (60) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA usable square foot (USF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WISE DEVELOPMENTS, LLC DEAN BRAY III

7. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8SC2003A and its attachments.
- B. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- C. Lessor shall provide forty two surface parking spaces at no additional cost to the Government, in accordance with SFO 8SC2003A.

8. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Pertinent paragraphs of Solicitation For Offers Number 8SC2003A, all references to SFO shall also refer to any Special Requirements;
- b) [REDACTED] - Atlanta Region Office Space Specifications and Requirements dated 12/21/07
- c) GSA Form 3517B entitled General Clauses (Rev.11/05)
- d) GSA Form 3518 entitled Representations an Certifications (Rev. 1/07)
- e) Floor plans (Exhibit A)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 6,840 BOMA usable square feet of office and related space.

10. In accordance with SFO Paragraph 4.1 (Common Area Factor), the common area factor (CAF) is established as 10%.

Paragraphs 11 through 16 have been added.

Paragraph 5 has been deleted

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

LESSOR: WISE DEVELOPMENTS, LLC DEAN BRAY III

BY

Manager
(Title)

PO Box 804 Mt Airy, NC 27030
(Address)

GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

CONTRACTING OFFICER, GSA

(Official Title)

11. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 6,840/7,524 rentable square feet (100%).
12. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$41,382 per annum. (\$6.05) per rentable square foot).
13. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.00 per ANSI/BOMA square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
14. **OVERTIME USAGE:** Pursuant to Paragraph 4.3, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:30 a.m. – 5:30 p.m., Monday through Friday, and except Saturday, Sundays and Federal Holidays ("Normal Hours")), at a rate of \$10.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at the building, to receive payment.
15. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements," is \$221,616.00 (\$4.01 per rentable square foot) amortized for a period of one hundred twenty (120) months at 6.5%.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 6.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (120 months). In the event that the Tenant Improvement cost is greater than the amount provided above the Government may choose to reduce the Tenant Improvement requirement or pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

16. **COMMISSION AND COMMISSION CREDIT:**

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.

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 \$16,295.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$16,295.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$16,295.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Initials: DB & KD
Lessor Government