

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-04B-50093

THIS LEASE, made and entered into this date by and between WISE DEVELOPMENTS LLC

whose address is 1219 N. SOUTH STREET  
MOUNT AIRY, NC 27030-2855

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 of 10,452 rentable square feet (RSF) of office and related space, which yields 9,787 ANSII/BOMA Office Area square feet (ABOASF) of a newly constructed office building to be located on 1.85 acres of land at Tax Map #122-00-03-005, Civic Center Boulevard, Anderson, South Carolina 29625-1775 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. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) 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:

TERM	ANNUAL RENT	PRSF RATE	MONTHLY RATE
04/01/2011 - 03/31/2016	\$296,428.76	\$28.36	\$24,702.40
04/01/2016 - 03/31/2021	\$221,906.00	\$21.23	\$18,492.17

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

- 3. The rental rate 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 rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WISE DEVELOPMENTS LLC  
1219 N. South Street  
Mount Airy, NC 27030-2855

- 4. The DUNS number for leasing entity, is 607114399.

LESSOR

SIGNATURE WISE DEVELOPMENTS LLC

*Wise Developments LLC*

ADDRESS

Mount Airy N.C. 27030-2855

NAME OF SIGNER

*Neal F. Willard*

UNITED STATES OF AMERICA

NAME OF SIGNER

Maria Dent

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

9/1/10

5. The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) year by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. The following are attached and made a part hereof:
  - A. SF-2 Portion of the Lease (Page 1-3)
  - B. Solicitation for Offers 9SC2047 dated October 12, 2010; (Pages 1-50)
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-2)
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
  - E. Exhibit A – Base Plans
  - F. Commission Agreement dated October 10, 2009 (Pages 1-3)
7. Lessor shall furnish to the Government, as part of rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers 9SC2047.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the Solicitation for Offers 9SC2047 and the design intent drawings.
  - C. Build out shall be in accordance with Solicitation of Offers 9SC2047 and Government approved design intent drawings.
  - D. Deviations to the approved space layouts furnished by the GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$317,244.60 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.5%. In accordance with Solicitation for Offers 9SC2047 Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
9. In accordance with Solicitation for Offers 9SC2047 Paragraph 4.1.C, *Measurement of Space*, the common area factor is established as 1.06795 (10,452 RSF / 9,787 ABOASF).
10. In accordance with Solicitation for Offers 9SC2047 Paragraph 4.2.B.9, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with Solicitation for Offers 9SC2047 Paragraph 4.3, *Operating Costs*, the escalation base is established as \$5.73 per rentable square foot per annum.
12. In accordance with Solicitation for Offers 9SC2047 Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.00 per ABOA for vacant space (rental reduction).
13. In accordance with Solicitation for Offers 9SC2047 Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$10.00 per hour beyond the *Normal Hours* (Solicitation for Offers 9SC2047 Paragraph 4.5) of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Solicitation for Offers 9SC2047 Paragraph 4.8, *Janitorial Services*.
15. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the Solicitation for Offers 9SC2047, the SF-2 shall take precedence.
16. In accordance with Solicitation for Offers 9SC2047 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]. 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 2.4, 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 \$24,702.40 minus the prorated commission credit of [REDACTED] equals [REDACTED]  
(adjusted first month's rent).

Second month's rental payment of \$24,702.40 minus the prorated commission credit of [REDACTED] equals [REDACTED]  
(adjusted second month's rent).

Third month's rental of payment \$24,702.40 minus the prorated commission credit of [REDACTED] equals [REDACTED]  
(adjusted third month's rent).