

6/2/11

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO.4	DATE 5/16/11
	TO LEASE NO. GS-04B-59197	

ADDRESS OF PREMISES: 150 Rowan Street, Suite 200  
Fayetteville, NC 28301-4920

THIS AGREEMENT, made and entered into this date by and between **SEAMIST PROPERTIES FAYETTEVILLE-ODAR, LLC**

whose address is: 1121-C Military Cutoff Road  
Wilmington, NC 28405-3658

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 May 16, 2011, as follows:

- Paragraph 1 is changed to read: "1.** The Lessor hereby leases to the Government the following described premises: A total of 16,750 rentable (14,559 ANSI/BOMA office area) square feet of office and related space, with 73 on-site surfaced parking spaces at no additional cost to the Government, and located at 150 Rowan Street, Suite 200, City of Fayetteville, County of Cumberland, State of North Carolina, 28301-4920, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."
- Paragraph 2 is changed to read: "2.** TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning May 16, 2011 through May 15, 2026, subject to termination and renewal rights as may be hereinafter set forth."
- Paragraph 3 is changed to read: "3.** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE Per RSF (Rounded)	RATE Per OASF (Rounded)	MONTHLY RENT
05/16/11 – 05/15/21	\$469,080.22	\$28.00	\$32.22	\$39,090.02
05/16/21 – 05/15/26	\$398,225.00	\$23.77	\$27.35	\$33,185.42

- 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. The Shell Rate years 1-10 is determined to be \$18.70 per rsf (rounded).
- 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. The Shell Rate years 1-10 is determined to be \$21.51 per oasf (rounded).
- Note 3. The Shell Rate years 11-15 are determined to be \$18.70 per rsf (rounded), \$21.51 per oasf (rounded)."

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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 above date.

FAYETTEVILLE-ODAR, LLC



*Manager*  
(Title)

(Address)

Wanda Hardiman, Contracting Officer  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

- 4. Paragraph 4 is changed to read: "4. The Government may terminate this lease, in whole or in part, at any time on or after May 16, 2021 by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."
- 5. Paragraph 10 is changed to read: "10. Items as specified in SOLICITATION FOR OFFERS 9NC2030 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Tenant Alterations Allowance of \$508,541.79 will be amortized over the ten (10) year firm term (120 months) beginning May 16, 2011 in the Lease at 7.0% for \$70,855.22 annually (\$4.23 prsf, \$4.87 poasf rounded), using end of the month payments. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$453,365.91 upon receipt of an original invoice in accordance with SLA#3. The original invoice must be submitted directly to the GSA Contracting Officer at the following address:

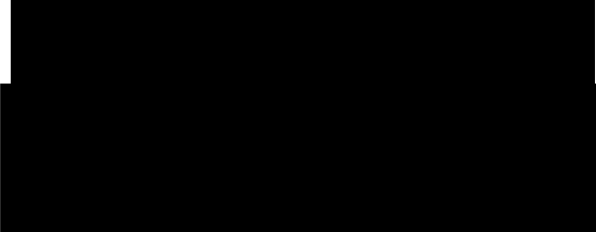
General Services Administration  
Attn: Wanda Hardiman, GSA Contracting Officer  
77 Forsyth Street, Room 500  
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PSN#PS0019068

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease Contract is made must sign it."

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



R, LLC

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Initials: MSD WPH