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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 6 TO LEASE NO. GS-04P-LNC62546 |
| | ADDRESS OF PREMISES 721 Medical Center Drive Wilmington, NC 28401-7596 |

THIS AMENDMENT is made and entered into between Seamist Properties, LLC

whose address is: 3807 Peachtree Avenue
Wilmington, NC 28403-6723

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, effective November 1, 2014.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: amend the number of parking spaces reserved on-site for the [REDACTED]; establish the final Tenant Improvement Allowance used and accept the Tenant Improvements made to the Premises; and, to establish the final rent table and other economic terms of the Lease at 721 Medical Center Drive, Wilmington, NC 28401-7596. This Lease Amendment also hereby deletes Lease Amendment 2 in its entirety and any subsequent references to "Lease Amendment 2" or "LA 2" as Lease Amendment 2 was never fully executed and was therefore, never in full force or effect.

1. Paragraph 1.02.A. of the Lease is hereby deleted in its entirety and replaced as follows:

"A. Parking: 39 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which **Zero** shall be structured/inside parking spaces, and **39** shall be surface/outside parking spaces. The parking is associated with the three blocks of space in the Lease as follows:

Block A: 24 spaces
Block B: 12 spaces
Block C: 3 spaces

In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

This Lease Amendment contains 4 pages.

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 below date.

FOR THE LESSOR:

Signature: [REDACTED]
 Name: MICHELLE D. DULL
 Title: MANAGER
 Entity Name: SEAMIST PROPERTIES, LLC
 Date: 1-13-15

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: Leshandra Greer
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 1/30/2015

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: WALTER KERRY AVERY
 Title: AGENT
 Date: 1-13-15

Block C - [REDACTED]

| | 2/1/2014 – 10/31/2014 (FIRM TERM) | 11/1/2014 – 1/31/2019 (FIRM TERM) | 2/1/2019 – 1/31/2024 (NON-FIRM TERM) |
|---------------------------------------|---|---|--|
| | ANNUAL RENT | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ^{1,5} | \$89,395.27 | \$89,395.27 | \$95,035.99 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$0.00 | \$0.00 |
| OPERATING COSTS ³ | \$31,477.21 | \$31,477.21 | \$31,477.21 |
| PARKING ⁴ | \$0.00 | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$120,872.48 | \$120,872.48 | \$126,513.20 |

¹Shell rent calculation:

(Firm Term) \$17.75 per RSF multiplied by 5,036 RSF

(Non-firm Term) \$18.87 per RSF multiplied by 5,036 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.0 percent per annum over 4 years, 3 months.

³Operating Costs rent calculation: \$6.25 per RSF multiplied by 5,036 RSF. Operating costs are subject to CPI increases starting in 2015.

⁴Parking costs are for 3 reserved parking spaces and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

⁵A detailed explanation of the \$5,640.72 (\$1.12 PRSF multiplied by 5,036 RSF) increase in shell rent for years 6-10 can be found in Lease Paragraph 7.04 below.

The resulting rental summary for the Government occupied space shall be paid by the Government to the Lessor in monthly installments as follows:

TOTAL

| | 2/1/2014 – 10/31/2014 (FIRM TERM) | 11/1/2014 – 1/31/2019 (FIRM TERM) | 2/1/2019 – 1/31/2024 (NON-FIRM TERM) |
|---------------------------------------|---|---|--|
| | ANNUAL RENT | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ^{1,5} | \$415,705.00 | \$415,705.00 | \$441,935.40 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$37,921.59 | \$0.00 |
| OPERATING COSTS ³ | \$146,375.00 | \$146,375.00 | \$146,375.00 |
| PARKING ⁴ | \$0.00 | \$0.00 | \$0.00 |
| OVERTIME UTILITIES ⁶ | \$51,905.00 | \$51,905.00 | \$51,905.00 |
| TOTAL ANNUAL RENT | \$613,985.00 | \$651,906.59 | \$640,215.40 |

¹Shell rent calculation:

(Firm Term) \$17.75 per RSF multiplied by 23,420 RSF

(Non-firm Term) \$18.87 per RSF multiplied by 23,420 RSF

²The Tenant Improvement Allowance of \$141,947.45 is amortized at a rate of 6.00 percent per annum over 4 years, 3 months.

³Operating Costs rent calculation: \$6.25 per RSF multiplied by 23,420 RSF. Operating costs are subject to CPI increases starting in 2015.

⁴Parking costs are for 31 reserved parking spaces (24 for [REDACTED], 4 for [REDACTED], 3 for [REDACTED]) and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

⁵A detailed explanation of the \$26,230.40 (\$1.12 PRSF multiplied by 23,420 RSF) increase in shell rent for years 6-10 can be found in Lease Paragraph 7.04 below.

⁶A detailed break-out of this cost can be found in Paragraph 1.16 of the Lease. The amount of \$51,905.00 is attributable solely to Block A (the [REDACTED] portion) and will be paid annually through an RWA instead of being paid as part of the monthly rent. This amount has not been included in the rent total for purposes of calculation of the Broker Commission outlined in Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,791 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

INITIALS:


LESSOR

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2. In accordance with Lease Paragraphs 1.03.C and 1.08, the final amount of Tenant Improvement Allowance is hereby established as \$141,947.75; therefore, the rent table established in Paragraph 1 of Lease Amendment #1 is hereby deleted and replaced as follows:

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. Each Occupying Agency is responsible for the following:

Block A - [REDACTED]

| | 2/1/2014 – 10/31/2014 (FIRM TERM) | 11/1/2014 – 1/31/2019 (FIRM TERM) | 2/1/2019 – 1/31/2024 (NON-FIRM TERM) |
|---------------------------------------|---|---|--|
| | ANNUAL RENT | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ^{1,5} | \$224,777.82 | \$224,777.82 | \$238,980.98 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$0.00 | \$0.00 |
| OPERATING COSTS ³ | \$79,147.12 | \$79,147.12 | \$79,147.12 |
| PARKING ⁴ | \$0.00 | \$0.00 | \$0.00 |
| OVERTIME UTILITIES ⁵ | \$51,906.00 | \$51,906.00 | \$51,906.00 |
| TOTAL ANNUAL RENT | \$355,829.94 | \$355,829.94 | \$370,013.10 |

¹Shell rent calculation:
(Firm Term) \$17.75 per RSF multiplied by 12,664 RSF
(Non-firm Term) \$18.07 per RSF multiplied by 12,664 RSF
²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.0 percent per annum over 4 years, 5 months.
³Operating Costs rent calculation: \$6.25 per RSF multiplied by 12,664 RSF. Operating costs are subject to CPI increases starting in 2015.
⁴Parking costs are for 24 reserved parking spaces and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.
⁵A detailed explanation of the \$14,103.16 (\$1.12 PRSF multiplied by 12,664 RSF) increase in shell rent for years 8-10 can be found in Lease Paragraph 7.04 below.
⁶A detailed break-out of this cost can be found in Paragraph 1.16 of the Lease. This amount has not been included in the rent total for purposes of calculation of the Broker Commission outlined in Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT.

Block B [REDACTED]

| | 2/1/2014 – 10/31/2014 (FIRM TERM) | 11/1/2014 – 1/31/2019 (FIRM TERM) | 2/1/2019 – 1/31/2024 (NON-FIRM TERM) |
|---------------------------------------|---|---|--|
| | ANNUAL RENT | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ^{1,5} | \$101,531.91 | \$101,531.91 | \$107,938.43 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$37,921.69 | \$0.00 |
| OPERATING COSTS ³ | \$35,750.67 | \$35,750.67 | \$35,750.67 |
| PARKING ⁴ | \$0.00 | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$137,282.58 | \$175,204.17 | \$143,689.10 |

¹Shell rent calculation:
(Firm Term) \$17.75 per RSF multiplied by 5,720 RSF
(Non-firm Term) \$18.67 per RSF multiplied by 5,720 RSF
²The Tenant Improvement Allowance of \$6141,647.45 will be amortized at a rate of 6.00 percent per annum over 4 years, 3 months.
³Operating Costs rent calculation: \$6.25 per RSF multiplied by 5,720 RSF. Operating costs are subject to CPI increases starting in 2015.
⁴Parking costs are for 4 reserved parking spaces and Zero structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.
⁵A detailed explanation of the \$6,406.52 (\$1.12 PRSF multiplied by 5,720 RSF) increase in shell rent for years 8-10 can be found in Lease Paragraph 7.04 below.

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INITIALS: *MA* LESSOR & *JA* GOV'T

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. ~~Parking shall be provided at a rate of \$XX per parking space per month (Structure), and \$XX per parking space per month (Surface)."~~

3. Paragraph 1.04 of the Lease is hereby deleted and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Studley, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment **\$46,840.00** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$46,840.00** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. As a clarification to Lease Paragraph 1.16, in the event that the [REDACTED] vacates the and discontinues operation of the 4,300 SF network operations center, the Government shall notify the Lessor that this portion of the Premises is no longer in use and the annual operating rent due and owing under this Paragraph shall no longer be due as of the date of the dis-continuance of its use.

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INITIALS: MD & RA
LESSOR GOV'T