

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 7</b> <b>TO LEASE NO. GS-04P-LNC62546</b>
	<b>ADDRESS OF PREMISES</b> 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 February 10, 2015.

**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: clarify how the overtime utilities for the 4,300 SF Network Operations Center in the [REDACTED] portion of the Premises (Block A) will be paid for the [REDACTED] at 721 Medical Center Drive, Wilmington, NC 28401-7596.

1. The Overtime Utilities line item is being removed from the rent tables established in Lease Amendment #6 and added elsewhere in the Lease in paragraph 2 below; therefore, the rent tables established in Lease Amendment #6 are hereby deleted in their entirety and replaced as follows:

-----Continued on Page 2 of 4-----

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: Walter D. Holl  
 Title: Manager  
 Entity Name: Seamist Properties, LLC  
 Date: 2-11-15

**FOR THE**

Signature: [REDACTED]  
 Name: LeShaundra Greer  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 2/18/2015

**WITNESSED**

Signature: [REDACTED]  
 Name: Walter Peter Avery  
 Title: Authorized Agent  
 Date: 2-11-15

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 <sup>1,5</sup>	\$224,777.82	\$224,777.82	\$238,960.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$79,147.12	\$79,147.12	\$79,147.12
PARKING <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$355,829.94</b>	<b>\$355,829.94</b>	<b>\$370,013.10</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.75 per RSF multiplied by 12,664 RSF  
 (Non-firm Term) \$18.87 per RSF multiplied by 12,664 RSF

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

<sup>3</sup>Operating Costs rent calculation: \$6.25 per RSF multiplied by 12,664 RSF. Operating costs are subject to CPI increases starting in 2015.

<sup>4</sup>Parking 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.

<sup>5</sup>A detailed explanation of the \$14,183.16 (\$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.

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 <sup>1,5</sup>	\$101,531.91	\$101,531.91	\$107,938.43
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$37,921.59	\$0.00
OPERATING COSTS <sup>3</sup>	\$35,750.67	\$35,750.67	\$35,750.67
PARKING <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$137,282.58</b>	<b>\$175,204.17</b>	<b>\$143,689.10</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.75 per RSF multiplied by 5,720 RSF  
 (Non-firm Term) \$18.87 per RSF multiplied by 5,720 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$5141,947.46 will be amortized at a rate of 6.00 percent per annum over 4 years, 3 months.

<sup>3</sup>Operating Costs rent calculation: \$6.25 per RSF multiplied by 5,720 RSF. Operating costs are subject to CPI increases starting in 2015.

<sup>4</sup>Parking costs are for 12 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.

<sup>5</sup>A 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.

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 <sup>1,5</sup>	\$89,395.27	\$89,395.27	\$95,035.99
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$31,477.21	\$31,477.21	\$31,477.21
PARKING <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$120,872.48</b>	<b>\$120,872.48</b>	<b>\$126,513.20</b>

<sup>1</sup>Shell 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

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

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

<sup>4</sup>Parking 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.

<sup>5</sup>A detailed explanation of the \$5,640.72 (\$1.12 PRSF multiplied by 5,036 RSF) increase in shell rent for years 8-10 can be found in Lease Paragraph 7.04 below.

INITIALS: MSD & JA  
 LESSOR GOVT

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 <sup>1,5</sup>	\$415,705.00	\$415,705.00	\$441,935.40
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$37,921.59	\$0.00
OPERATING COSTS <sup>3</sup>	\$146,375.00	\$146,375.00	\$146,375.00
PARKING <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$613,985.00</b>	<b>\$651,906.59</b>	<b>\$640,215.40</b>

<sup>1</sup>Shell 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

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

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

<sup>4</sup>Parking 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.

<sup>5</sup>A 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.

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.

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)."

INITIALS: MD & LA  
LESSOR GOVT

2. Paragraph 1.16 of the Lease is hereby deleted and replaced as follows:

**"1.16 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified in Lease Paragraph 1.15 shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day.

A. 4,300 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated area. The temperature of this room shall be maintained at 68 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$12.07 per ABOA SF of the [REDACTED] Network Operations Center (4,300 ABOASF of Block A of the Leased Premises) and is not to be included in the monthly operating costs. In the event that the [REDACTED] vacates Block A of the Premises 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. For purposes of calculation of the Commission and Commission Credit outlined in Lease Paragraph 1.04, this annual payment will not be included in the Total Annual Rent.

C. The Lessor shall submit annually invoice on February 1st of each year, in arrears, for this cost to the LCO or the LCO's designated representative at the addresses below:

Jeannie Speckman  
GSA, Carolina Service Center, Raleigh Office  
434 Fayetteville Street  
Raleigh, NC 27601  
eleanor.speckman@gsa.gov  
raleighncservicedesk@gsa.gov

D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge."

-----The remainder of this page is intentionally blank.-----

INITIALS: ms & ft  
LESSOR GOVT