

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-50093	DATE	PAGE 1 of 2
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ADDRESS OF PREMISES
4 Civic Center Boulevard EXT, Anderson, SC 29625-1776

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

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

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

WHEREAS, the parties hereto desire to amend the above Lease in order to establish lease term commencement and termination dates.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 1, 2012, as follows:

1. Paragraph 1 deleted in it's entirety and replaced as follows:

"1. A total of 10,452 rentable square feet (RSF) of office and related space, which yields 9,787 ANSI/BOMA Office Area square feet (ABOASF) of a newly constructed office building to be located at 4 Civic Center Boulevard, Anderson, South Carolina 29625-1776, to be used for such purposes as determined by the General Services Administration.

2. Paragraph 2 deleted in it's entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2012 through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL SHELL	ANNUAL OPERATING	ANNUAL TI	ANNUAL RENT (rounded)	PRSF RATE (rounded)	PRGF ABOA	MONTHLY RATE
09/01/2012 - 08/31/2017	\$162,006.00	\$59,900.00	\$74,463.58	\$296,369.58	\$28.36	\$30.29	\$24,697.46
09/01/2017 - 08/31/2022	\$162,006.00	\$59,900.00	\$0-	\$221,906.00	\$21.23	\$22.67	\$18,492.17

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 \$162,006.00 per annum (\$15.50 per rsf rounded)

Note 2. The rate per ANSI/BOMA office area square foot (ABOA) is determined by dividing the total annual rental by the ANSI/BOMA office area square footage set forth in Paragraph 1. The Shell Rate years 1-10 is determined to be \$162,006.00 per annum (\$16.55 per ABOA rounded).

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

All other terms and conditions remain in full force and effect.

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

LESSOR

SIGNATURE	[Redacted Signature]	NAME OF SIGNER E.D. Bray III
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ADDRESS
E.D. Bray 804 Mount Airy, N.C. 27030

IN PRESENCE OF

NAME OF SIGNER E.D. Bray, Jr.

Airly, n.c. 27030

UNITED STATES OF AMERICA

NAME OF SIGNER Wanda Hardiman
OFFICIAL TITLE OF SIGNER Wanda Hardiman, Contracting Officer

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3. Paragraph 5 deleted in it's entirety and replaced with Paragraph 5. as follows:

"5. The Government may terminate this lease in whole or in part at any time on or after September 1, 2017 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."

4. Paragraph 8 deleted in it's entirety and replaced with Paragraph 8. as follows:

"8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$317,144.60 (\$7.12 per rentable square foot) 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.

5. Paragraph 16 deleted in it's entirety and replaced with Paragraph 16. as follows:

"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 \$24,697.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$24,697.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental of payment \$24,697.46 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

All other terms and conditions remain in full force and effect.

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INITIALS:

DB
LESSOR

&

Govt
GOVT