

SUPPLEMENTAL LEASE AGREEMENT

PDN # 0019079

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-04B-48037	DATE	PAGE 1 of 2
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ADDRESS OF PREMISES **1231 First Street West, Ahoskie, NC 27910-2984**

THIS AGREEMENT, made and entered into this date by and between **Five Points Realty, LLC**

whose address is **PO BOX 3908
FLORENCE, SC 29502-3908**

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

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **October 19, 2010** as follows:

Paragraphs 1, 2, 3, 4 and 7 of the lease contract are hereby deleted and replaced as follows:

- The Lessor hereby leases to the Government the following described premises:
A total of 6,450 rentable square feet (RSF) of office and related space, which yields 5,760 ANSI/BOMA Office Area square feet (USF) of space in a building at First Street West, Ahoskie, NC, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 38 parking spaces, for exclusive use of Government employees and patrons.
- To have and to hold the said premises with their appurtenances for the term beginning on October 19, 2010 through October 18, 2025, 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:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE(RSF/USF)</u>	<u>MONTHLY RENT</u>
10/19/2010 through 10/18/2020	\$167,314.26	\$25.94/RSF \$29.05/USF	\$13,942.86
10/19/2020 through 10/18/2025	\$160,607.50	\$23.35/RSF \$26.15/USF	\$12,550.63

Rent checks shall be made payable to: Five Points Realty, LLC, PO Box 3908, Florence, SC 29502-3908

- The Government may terminate this lease, in whole or in part, at anytime on or after October 19, 2020, by giving at least ninety (90) days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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LESSOR Five Points Realty, LLC, PO Box 3908, Florence, SC 29502-3908	
SIGNATURE 	NAME OF SIGNER Five Points Realty Ronald G Lyles
ADDRESS PO Box 3908, FLORENCE SC 29502-3908	
IN PRESENCE OF	
SIGNATURE 	SIGNER LY A TAYLOR
ADDRESS 	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER CRAIG Thomas
	OFFICIAL TITLE OF SIGNER Contracting Officer

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7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$196,347.11 shall be amortized through the rent for 10 years at the rate of 6.75%. The total annual cost of Tenant Improvements for the amortization period shall be \$27,054.46.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **29,108.89** to cover the cost of improvements in excess of the allotted tenant improvement.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Craig Thomas, GSA CONTRACTING OFFICER
Realty Services Division
77 Forsyth Street, SW
Suite 500 4PEE
Atlanta, Georgia 30303
Telephone: (404) 562-2762

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 PDN # 0019099

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

The Lessor hereby waives restoration as a result of all improvements.

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

 Five Points Realty


Date _____
11/30/2010
Date _____