

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE 12-8-10

TO LEASE NO.

GS-04B- 59197

ADDRESS OF PREMISES: 150 Rowan Street, 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 November 19, 2010, as follows:

1. This is your notice to proceed to install tenant improvements according to approved Agency working construction drawings dated November 4, 2010 along with all fees in the amount of \$952,223.43. \$508,541.79 will be amortized over 120 months of the firm term of the Lease at 7.0% annual interest rate.

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$443,681.64 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

3. A copy of the 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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the above date.

LES

BY

IN PRESENCE

SEAMIST PROPERTIES FAYETTEVILLE-ODAR, LLC

AUTHORIZED OFFICIAL, AGENT
(Title)

1121-C MILITARY CUTOFF ROAD
(Address)
WILMINGTON NC 28405-3658

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

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Invoicing Instructions. Vendors or lessors should be instructed to submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

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 # PS0019058

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

- 4. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.
- 5. The Lessor hereby waives restoration as a result of all improvements.
- 6. The timeline for completion of alterations requested in Paragraph 1 is 200 calendar days from the date of receipt of the fully executed SLA 1. Any delays will be reported to the Government for approval by the Contracting Officer.
- 7. Installation of work mentioned herein shall be coordinated with the tenant agency.

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

----- END OF DOCUMENT -----
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Initials: WPA WRH
GSA FORM 276 (REV. 7-87)