

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

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No. 1 PG. 1 OF 1

TO LEASE NO.

GS-04B-48034

ADDRESS OF PREMISES 1011 W.H. Smith Blvd  
Greenville, NC 27834-5052

THIS AGREEMENT, made and entered into this date by and between **RUSSELL FLEMING LLC**,

Whose address is 2140 W. ARLINGTON BLVD., SUITE A  
GREENVILLE, NORTH CAROLINA 27834-5709

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 May 07, 2010 to establish the revised tenant improvement amount to be amortized within the annual rent, to issue the Notice To Proceed to begin the tenant improvement construction and paragraphs 2, 3 and 8 are deleted in their entirety and is amended as follows:

"The Government has issued a Notice to Proceed for Tenant Improvements in the amount not to exceed \$140,275.00. The revised Tenant Improvement allowance will be amortized in the annual rental payments at 5.50% interest over the firm term period."

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 07, 2010 and continuing through August 06, 2020, subject to termination and renewal rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor, upon completion and acceptance of the Tenant Improvement buildout an annual rent of \$117,877.22 (\$31.59 RSF yielding \$36.33/BOSF) at the rate of \$9,823.10 per month in arrears for years 1 through 5 and \$85,724.04 (\$22.97/ RSF yielding \$26.42/BOSF) at the rate of \$7,143.67 per month in arrears for years 6 through 10. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

  
Russell Fleming LLC  
2140 W. Arlington Blvd. Suite A  
Greenville, North Carolina 27834-5709

TERM	ANNUAL RENT	PER SQ. Ft. RATE	MONTHLY RENT
08/07/10 - 08/06/15	\$117,877.22	\$31.59PRSF	\$9,823.10
08/07/15 - 08/06/20	\$85,724.04	\$22.97PRSF	\$7,143.67

"8. In accordance with the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, the maximum Tenant Improvement Allowance \$140,276.00 (3245 USF x 43.228) shall be amortized over 5 years at 5.5%. The total annual cost of Tenant Improvements for the amortization period shall be \$32,153.22."

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern."

IN WITNESS WHEREOF, the parties subscribed their names of the above date.

**LESSOR RUSSELL FLEMING LLC**

BY

  
(Signature)

  
(Title)

IN PRESENCE OF

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY

  
5/10/10

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION