GENERAL SERVICES ADMIN ISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 PG. 1 OF 1	12-3-10
	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 October 15, 2010 as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 15, 2010 and continuing through October 14, 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 $117,877.12 ($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
10/15/10 – 10/14/15	$117,877.12	$31.59PRSF	$9,823.10 (rounded)
10/15/15 – 10/14/20	$85,724.04	$22.97PRSF	$7,143.67"

4. The Government may terminate this lease [in whole or in part] at any time on or after October 15, 2015 by giving at least 90 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.

8. In accordance with the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, the maximum Tenant Improvement Allowance $140,275.60 shall be amortized over 5 years at 5.5%. The total annual cost of Tenant Improvements for the amortization period shall be $32,153.12."

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] (Signature) Mamba MAnega (Title)

IN PRESENCE OF

KARLYN AHLBERG 2140 W. ARLINGTON BLVD. SUITE A
[signature] GREENVILLE, NC 27834
(Signature) (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY Wanda P. Hardiman CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION