

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61135	DATE	PAGE 1 of 23
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ADDRESS OF PREMISES
Columbia Metropolitan Airport, Columbia, South Carolina

THIS AGREEMENT, made and entered into this date by and between **Richland-Lexington Airport District** whose address is

Columbia Metropolitan Airport
~~P.O. Box 280037~~ 3000 Aviation Way
Columbia, SC ~~29228~~ 29170-2191

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 effective **September 1, 2011** the said Lease is amended as follows:


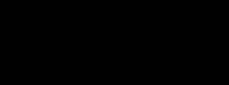
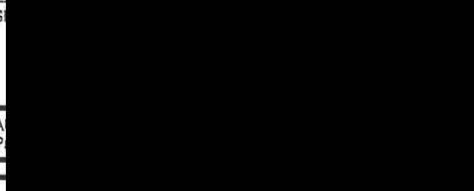
1. The Lessor hereby leases to the Government the following described premises:

A total of 5,922 rentable square feet (RSF) and ANSI/BOMA Office Area square feet (ABOASF) of space which consists of 3,581 RSF of office space now designated as Block A and 2,341 RSF office space now designated as Block B located at Columbia Metropolitan Airport, Columbia, SC 29228 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenance for five (5) year lease designated as Block A with their appurtenances for the term beginning on September 1, 2011 through August 31, 2016. Office space designated as Block B with their appurtenances for the term beginning on or about December 31, 2011 through August 31, 2016 upon acceptance of the expansion space with termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term on the office space, monthly, in arrears, as follows:

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Dan Mann
ADDRESS PO Box 280037 Columbia SC 29228	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Gregory K Hornsby
ADDRESS PO Box 280037 Columbia SC 29228	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Alvin P. Jackson
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

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

BLOCK A

09/01/2011 - 08/31/2016	Annual Rent	Monthly Rent	Rent per RSF ¹	Rent per ABOA ²
Shell Rent	\$ 127,018.07	\$ 10,582.84*	\$ 35.47	\$ 35.47
Operating Cost	\$ 0	\$ 0	\$ 0	\$ 0
Tenant Improvements	\$ 0	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 127,018.07	\$ 10,582.84*	\$ 35.47	\$ 35.47

BLOCK B

12/30/2011 - 08/31/2016	Annual Rent	Monthly Rent	Rent per RSF ¹	Rent per ABOA ²
Shell Rent	\$ 83,035.27	\$ 6,919.60*	\$ 35.47	\$ 35.47
Operating Cost	\$ 0	\$ 0	\$ 0	\$ 0
Tenant Improvements	\$ 45,452.53	\$ 3,787.71*	\$ 7.68	\$ 7.68
Building Specific Security	\$ 0	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 128,487.80	\$ 10,707.31*	\$ 43.15	\$ 43.15

COMPOSITE

12/30/2011 - 08/31/2016	Annual Rent	Monthly Rent	Rent per RSF ¹	Rent per ABOA ²
Shell Rent	\$ 210,053.34	\$ 17,502.44*	\$ 35.47	\$ 35.47
Operating Cost	\$ 0	\$ 0	\$ 0	\$ 0
Tenant Improvements	\$ 45,452.53	\$ 3,787.71*	\$ 7.68	\$ 7.68
Building Specific Security	\$ 0	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 255,507.87	\$ 21,292.32*	\$ 43.15	\$ 43.15

\$255,505.87 *\$21,290.15*

*Rounded

** Tenant Improvement Allowance based on 5,922 RSF

4. The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517, and General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Richland-Lexington Airport District
3000 Aviation Way
West Columbia, South Carolina

5. The DUNS number for leasing entity, is 073707168

6. The Government may terminate this lease in whole or in part at any time after the August 31, 2014 by giving at least 30 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.

7. The Airport Representative acknowledges the percentage of Government occupancy within the airport is established as 2.72%.

INITIALS: *lt* LESSOR
tyj GOVT


8. The following are attached and made a part hereof:

- A. Request For Proposal GS-04B-61135
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
- D. Base Plans

9. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$ 215,899.54 to be amortized through the rent over the firm term of the Lease (57 months). In accordance with Solicitation for Offers 8NC2014 Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

10. In accordance with Request For Proposal GS-04B-61135 Paragraph 1.01, *The Premises*, the common area factor is established as 1.00 (5,922 RSF / 5,922 ABOASF).

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INITIALS:  LESSOR
GOVT

GSA FORM 276 (REV. 8/2006) BACK