

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-61149	DATE 12/5/11	PAGE 1 of 13 <i>RDW</i>
--	-------------------------------------	------------------------	-----------------------------------

ADDRESS OF PREMISES

61 Triple Springs Road, Hendersonville, NC 28792-7812

THIS AGREEMENT, made and entered into this date by and between **Albea-Williams LLC**

Whose address is **38 Southern Vision Drive, Hendersonville, NC 28972-7934**

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 establish the effective date, the commence rent, the Tenant Improvement schedule, and the full service rent after Tenant Improvement completion.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended as follows:

I. Page 3 TO GSA FORM 3626, paragraph 1 is hereby deleted in its entirety and replaced by the following:


1. A total of 4,284 rsf rented plus 900 rsf free of rent equals 5,184 total rentable square feet of office and related space, which yields 3,911 ABOA rented plus 1,074 ABOA free of rent equals 4,985 total ABOA square feet of office and related space (**Block A** has a total of 2,547 rsf / 2,325 ABOA / **Block B** has a total of 1,737 rsf and 1,586 ABOA) to be located at 61 Triple Springs Road, Hendersonville, Henderson County, NC 28792-7812, and twenty three (23) general surface parking spaces.


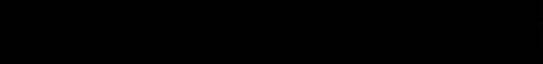
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Albea-Williams LLC

	NAME OF SIGNER Robert D. Williams
ADDRESS 38 Southern Visions Drive, Hendersonville, NC 28792	

IN PRESENCE OF

	NAME OF SIGNER Lynn Wood
---	------------------------------------

	NAME OF SIGNER Robert E. Scott
	OFFICIAL TITLE OF SIGNER LESHAUNCIA L. GREEN

UNITED STATES OF AMERICA

AUTHORIZED FOR LOCAL REPRODUCTION

RDW LJA

II. Page 3 TO GSA FORM 3626, paragraph 2 is hereby deleted in its entirety and replaced by the following:

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

	RSF	Term	Shell RSF	Operating RSF	Rate Per RSF	Annual Shell RSF	Annual Operating RSF	Annual Rent	Monthly Rate
Block A	2,547 + 535 FREE	09/1/2011- 08/31/2021	\$12.63	\$4.67	\$17.30	\$32,168.61	\$11,890.76	\$44,059.37	\$3,671.61
Block B	1,737 + 365 FREE	09/1/2011- 08/31/2021	\$12.63	\$4.67	\$17.30	\$21,938.31	\$8,109.24	\$30,047.55	\$2,503.96
Composite Rate	Inclusive of free space 5,184 RSF	09/01/2011- 08/31/2021	\$10.44**	\$3.86**	\$14.30**	\$54,106.92	\$20,000.00	\$74,106.92	\$6,175.57

- **Composite Rate Years 1-10: Due to free space added to the rentable square footage the rental rate is calculated to reflected the following: **\$74,106.92 (\$14.30 per RSF)** includes annual shell rent of **\$54,106.92 (\$10.44 per RSF)** and annual operating rent of **\$20,000.00 (\$3.86 per RSF)**
- Rent for a lesser period shall be prorated. Rent Checks shall be made payable to:

**Albea-Williams LLC
38 Southern Vision Drive
Hendersonville, NC 28972-77934**

II. Page 3, Paragraph 10. Shall be deleted in its entirety and replaced with the following:

10. In accordance with Attachment #2, Supplemental Lease Requirements Paragraph 1.4, AmeriVet Real Estate Services Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Attachment #2, Supplemental Lease Requirements, Paragraph 1.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

INITIALS: RDW LESSOR & LJA GOVT
GSA FORM 276 (REV. 12/2006)

11. A GSA Real Estate Commission Rental Credit in the amount of [REDACTED] shall be applied to the initial Two (2) months of shell rent as follows:

BLOCK A	Shell	Rent credit	Operating	Net Monthly Rent
Month 1	\$2,680.72	[REDACTED]	\$990.90	\$ 1,909.25
Month 2	\$2,680.72	[REDACTED]	\$990.90	\$ 1,909.24

BLOCK B	Shell	Rent credit	Operating	Net Monthly Rent
Month 1	\$1,828.19	[REDACTED]	\$675.77	\$1,302.06
Month 2	\$1,828.19	[REDACTED]	\$675.77	\$1,302.06

Composite Rate	Shell	Rent credit	Operating	Net Monthly Rent
Month 1	\$4,508.91	[REDACTED]	\$1,666.67	\$3,211.31
Month 2	\$4,508.91	[REDACTED]	\$1,666.67	\$3,211.30

<REMINDER OF THE PAGE IS INTERNTIONALLY LEFT BLANK>

INITIALS: RDW LESSOR & [Signature] GOVT
GSA FORM 276 (REV. 12/2006)