

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-50019	DATE	PAGE 1 of 3
ADDRESS OF PREMISES 151 Quartz Lane, Florence SC, 29506-4209			

THIS AGREEMENT, made and entered into this date by and between **CURTIS INVESTMENTS - FLORENCE, LLC**

whose address is: **5641 SMU Boulevard, Suite 100
Dallas, TX 75206-5026**

and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 7, 2011 as follows:

1.) Paragraph 1 of the Lease is hereby deleted in its entirety and replaced to read as follows;

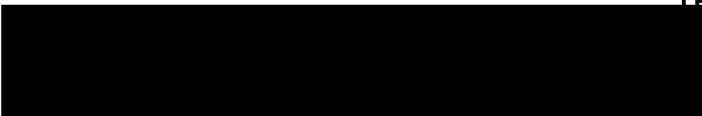
1. The Lessor hereby leases to the Government the following described Premises;


A total of 10,628 rentable square feet (RSF) of office and related space, which yields 10,125 ANSI/BOMA Office Area (ABOA) square feet space located at 151 Quartz Lane, Florence (Florence County) SC, 29506-4209 as outlined on the demising plans labeled Exhibit "A" Attached Hereto and made part hereof, together with (20) reserved surfaced parking spaces on-site to be used for such purposes as determined by the General service Administration.

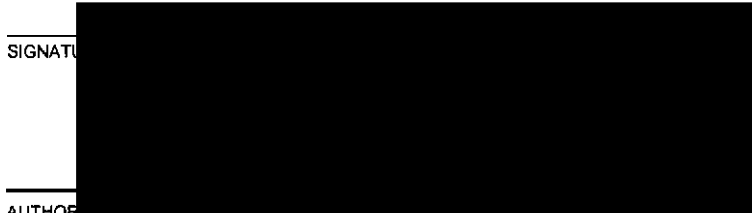
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Please See Continued on Pages 2, 3, and 4.

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

LESSOR	
	NAME OF SIGNER <i>Chris Curtis</i>
ADDRESS 5641 SMU Blvd., Suite 100, Dallas, TX 75206	

IN PRESENCE OF	
	NAME OF SIGNER <i>Robert H. Hopkins IV</i>
ADDRESS 5641 SMU Blvd., Suite 100, Dallas, TX 75206	

OF AMERICA	
	NAME OF SIGNER Robert E. Scott
	OFFICIAL TITLE OF SIGNER Contracting Officer

Continuation Page 2 of 3, SLA No. 2 to Lease No. GS-04B-50019 in Florence, SC

2.) Paragraph 2 of the Lease is hereby deleted in its entirety and replaced to read as follows:

2. To have and to hold the said premises with their appurtenances for the term beginning on April 7, 2011 through April 6, 2026 subject to termination and renewal rights as may be hereinafter set forth.

3.) Paragraph 3 of the Lease is hereby deleted in its entirety and replaced to read as follows:

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

Term	Shell Cost Per RSF	Operating Cost Per RSF	TI Cost Per RSF	Per RSF Rate	Per ABOA Rate	Annual Rent	Monthly Rent
April 7, 2011 to Nov 6, 2011 *	0.00	0.00	0.00	0.00	0.00	0.00	0.00 *
Nov 7, 2011 to Nov 6, 2021 **	\$19.477	\$4.88	\$4.602	\$28.956	\$30.47	\$307,744.368	\$25,645.36
Nov 7, 2021 to April 6, 2026	\$23.20	\$4.88	\$0.00	\$28.08	\$29.56	\$298,434.24	\$24,869.52

The above rent is inclusive of the annual operating rental rate indicated in Paragraph 13 of the lease.

* Lessor will provide first 7 months free rent.

** Due to free rent period and to fully capture the total amortized TI amount the firm term is extended by 7 months.

Total annual rental shall be **\$307,744.368** at the rate of **\$25,645.36** paid monthly in arrears. The total annual rent consists of annual Shell Rent of **\$207,001.56** annual Operating Costs of **\$51,864.64** plus, annual Tenant Improvement Amortization cost of **\$43,817.55** and annual Building Specific Security Amortization cost of **\$5,096.03**.

4.) Paragraph 6 of the Lease is hereby deleted in its entirety and replaced to read as follows:

6. The Government may terminate this lease in whole or in part at any time on or after the November 6, 2021 by giving at least sixty (60) 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.

5.) Paragraph 9 of the Lease is hereby deleted in its entirety and replaced to read as follows:

9. The rent set forth in Paragraph 3 of this lease Agreement is based upon the lessor providing a tenant improvement allowance of \$321,578.85 to be amortized through the rent over the firm term of the lease (120 months) at the rate of 6.50% interest. In accordance with Solicitation for Offers 8SC2123 paragraph 3.3, Tenant Improvements Rental Adjustments, the annual amount will be \$43,818.00 over the Firm term of the lease.

6.) Paragraph 10 of the Lease is hereby deleted in its entirety and replaced to read as follows:

10. The rent set forth in Paragraph 3 of this lease Agreement includes Building Specific Security Cost of \$37,400.00 to be amortized through the rent over the firm term of the lease (120 months) at the rate of 6.50% interest. The annual amount will be \$5,096.36 over the Firm term of the lease.

INITIALS; CC LESSOR RS GOV'T

Continuation Page 3 of 3, SLA No. 2 to Lease No. GS-04B-50019 in Florence, SC

7.) Paragraph 11 of the Lease is hereby deleted in its entirety and replaced to read as follows:

11. The common area factor is 1.0496 (10,628 RSF / 10,125 USF)

8.) Paragraph 12 of the Lease is hereby deleted in its entirety and replaced to read as follows:

12. In accordance Paragraph 4.2 of the SFO, Tax Adjustment, The Government occupancies 100% percentage of the building.

9.) Paragraph 19 of the Lease is hereby deleted in its entirety and replaced to read as follows:

19. In accordance with the Lease (GS-04B-50019) Paragraph 19 and 2.4 *Broker Commission and Commission Credit*, CB Richard Ellis Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis 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 Paragraph 2.4., only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE. 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.

Eighth month's rental payment of \$25,706.66 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted eighth month's rent).

Ninth month's rental payment of \$25,706.66 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted ninth month's rent).

Tenth month's rental of \$25,706.66 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted tenth month's rent).

Eleventh month's rental of \$25,706.66 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted eleventh month's rent).

10. The Lessor hereby approves a waiver of restoration for all areas affected by this alteration.

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INITIALS;

CC

LESSOR



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