



Charles S. Carmody, SIOR, CCIM
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To: SPOTT Investments, LLC
Care of Mike Ferrer
Lincoln Harris
126 Seven Farms Drive, Suite 160
Charleston, SC 29492

INVOICE

From: Charles S. Carmody, SIOR, CCIM
CBRE, Inc.
P. O. Box 310
Charleston, SC 29402

Date: August 28, 2014

Description: Leasing commission for lease renewal for Grandbridge Real Estate Capital, LLC
in 1671 Belle Isle Avenue, Mt. Pleasant, SC.

Rents Collectable:

6/1/15 – 5/31/16:	\$60,245.50
6/1/16 – 5/31/17:	\$61,751.64
6/1/17 – 5/31/18:	\$63,295.43
Total Rents Collectable:	\$185,292.57
Times Commission Rate:	x 2.0%
Total Commission Due:	\$3,705.85

Please make a check payable to CBRE, Inc., care of Charles Carmody, and mail it to P. O. Box 310, Charleston, SC 29402. Thank you.

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment"), effective as of August ^{14th} 2014 (the "Effective Date"), is made by and among SPPOTT INVESTMENTS, LLC, a South Carolina limited liability company, (the "Landlord") and GRANDBRIDGE REAL ESTATE CAPITAL, LLC, a North Carolina limited liability company ("Tenant").

WITNESSETH:

WHEREAS, 1671 Belle Isle, LLC (the "Original Landlord") and Tenant entered into that certain Lease Agreement dated as of December 28, 2007, which Lease was thereafter amended by that First Lease Amendment dated February 21, 2008 (collectively referred to herein as the "Lease"); and

WHEREAS, the Landlord is the successor to the Original Landlord; and

WHEREAS, pursuant to the terms of the Lease, the Tenant currently occupies approximately 2,459 rentable square feet known as Suite 250 (the "Premises") in that certain building located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina 29464 (the "Building"); and

WHEREAS, the current Lease Term, as defined in the Lease, is scheduled to expire on May 31, 2015; and

WHEREAS, the Landlord and Tenant have agreed to extend the Term of the Lease and additionally desire to further amend the Lease in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, cash in hand paid, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The above referenced recitals are confirmed as true and correct and incorporated herein and made a part hereof.

2. Extended Term. The Lease Term is hereby extended to May 31, 2018 (the "Extended Lease Term"). In addition, Tenant shall have two (2) additional options to renew the term of the Lease for periods of three (3) years each (the "Renewal Term(s)") upon written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then current term. Any such Renewal Term shall be upon the same terms and provisions set forth in the Lease, with the exception of rent, which shall increase as set forth in Paragraph 3 of this Second Amendment.

3. Base Rental. Base Rental shall be payable during the Extended Lease Term in accordance with the terms of the Lease and in amounts as follows:

Term	Dates	Months of Term	Per Square Foot	Annual Base Rental	Monthly Base Rental
Extended Lease Term	June 1, 2015- May 31, 2016	85 - 96	\$24.50	\$60,245.50	\$5,020.46
	June 1, 2016- May 31, 2017	97 - 108	\$25.11	\$61,751.64	\$5,145.97
	June 1, 2017- May 31, 2018	109 - 120	\$25.74	\$63,295.43	\$5,274.62

First Renewal Option*	June 1, 2018- May 31, 2019	121 – 132	\$26.38	\$64,877.81	\$5,406.48
	June 1, 2019- May 31, 2020	133 – 144	\$27.04	\$66,499.76	\$5,541.65
	June 1, 2020- May 31, 2021	145 – 156	\$27.72	\$68,162.25	\$5,680.19
Second Renewal Option*	June 1, 2021- May 31, 2022	157 – 168	\$28.41	\$69,866.31	\$5,822.19
	June 1, 2022- May 31, 2023	169 – 180	\$29.12	\$71,612.97	\$5,967.75
	June 1, 2023- May 31, 2024	181 – 192	\$29.85	\$73,403.29	\$6,116.94

*If such Renewal Term is exercised in accordance with Paragraph 1 of this Second Amendment.

Landlord acknowledges and agrees that Tenant may, at Tenant's option, pay Base Rental or any other sums owed by Tenant under the Lease by electronic funds transfer into an account specified by Landlord at an Automated Clearing House member bank. In the event Tenant elects to make payments to Landlord by electronic funds transfer, Landlord shall, upon request, provide all necessary information and complete all forms, including without limitation Exhibit "A" attached hereto and incorporated herein by this reference, required by Tenant to process and effectuate such electronic payments. Nothing herein shall obligate Tenant to make electronic payments, and in the event Tenant has elected to process payments to Landlord electronically, Tenant shall have the right at any time, to discontinue such electronic payments provided that Tenant continues making such payments in accordance with the terms of this Lease. This Second Amendment shall not be deemed effective or fully executed until the Tenant has received from Landlord a completed ACH Transfer Form. In the event that Landlord should ever assign its interest in this Lease to a third party, Tenant shall not be obligated to make any payments owed under the Lease until Tenant has received from Landlord's assignee written notice, a completed ACH Transfer Form and IRS W-9 Form.

4. Base Year; Operating Expenses. Section 1.1 of the Lease is hereby amended to change the Base Year to be 2015. In addition, Tenant's share of Operating Expenses, as set forth in Section 4.4 of the Lease, that are controllable by Landlord shall be capped at three percent increases per annum on a non-compounding, non-cumulative basis. For the purposes of the foregoing, all Operating Expenses shall be deemed controllable other than insurance costs, utility expenses and taxes and assessments.

5. Self-Insurance. Article 9 of the Lease is hereby amended such that Tenant shall be permitted to self-insure for any insurance required of Tenant by the Lease.

6. Assignment and Subletting; Use. Notwithstanding anything to the contrary in the Lease including the provisions of Section 12.5, Tenant shall have the right to assign or sublease, or otherwise permit occupancy of all or a portion of the Premises to any related entity, parent or affiliate of Tenant, any successor of Tenant through merger or acquisition or operation of law, and any assignee or sublessee of Tenant pursuant to this provision shall similarly have such right to assign or sublet. Any assignee or sublessee of Tenant pursuant to this provision shall have the right to use the Premises as set forth in the Lease or for general office and, in addition, real estate management or sales, and any uses related thereto including without limitation, insurance, stock brokerage, investment, or wealth management. No additional Landlord consent shall be necessary for the assignment or sublet of the Premises pursuant to this paragraph.

7. Continuous Use. Nothing in the Lease shall be construed to require the Tenant to continuously occupy or operate within the Premises, and in the event that Tenant, its successors or assigns, should cease to occupy the Premises it shall not be an event of default under the Lease, nor shall

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there be any other penalty to Tenant therefore, so long as Tenant continues to make payments of Base Rental and all other payments required under the terms of the Lease.

8. No Consequential Damages. Notwithstanding anything to the contrary in the Lease, in no event shall Tenant be liable for any incidental or consequential damages.

9. Brokers. Landlord and Tenant represent and warrant that neither has had any dealings with any broker in connection with the negotiations or execution of this Second Amendment other than, Michael J. Ferrer with CCIM, for Landlord Charles Carmody with CCIM, SIOR, for Tenant. Landlord shall be solely responsible for paying commissions owed to both Landlord's and Tenant's brokers in accordance with a separate commission agreement. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from and against any and all claims, damages or liability (including reasonable attorneys' fees) resulting from or relating to their or its breach of the foregoing representation.

10. Patriot Act Representations of Landlord.

(a) Neither Landlord or its constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act").

(b) Neither Landlord or any of its constituents or affiliates is a "Prohibited Person" which is defined as follows:

(i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order");

(ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a person or entity with whom Landlord or Tenant is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order and the Patriot Act;

(iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/llsdn.pdf> or at any replacement website or other replacement official publication of such list; and

(vi) a person or entity who is affiliated with a person or entity listed above.

(c) Neither Landlord or any of its affiliates or constituents is or will: (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in or

otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

11. Premises Relocation. In the event that Tenant exercises a Renewal Term, as set forth in Paragraph 2 of this Amendment, Landlord shall have the right to relocate the Premises within the Building by delivering written notice to Tenant not more than thirty (30) days after receiving Tenant's renewal notice. Any such relocation shall be within the Building to space that is substantially equivalent in size and quality of interior finish. In the event that the relocated premises are larger than the Premises, Tenant's Base Rent and Tenant's Share shall not increase. In the event of any relocation, Landlord shall reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred by such relocation, including but not limited to all costs to physically move Tenant, stationary replacement expenses, costs for rewiring and cabling the relocation premises.

12. Notice. Section 12.1 of the Lease is hereby amended to strike "hand delivery" from the third sentence and in no event shall hand delivery be effective notice under the Lease. Tenant's address for written notices pursuant to the Lease shall be Grandbridge Real Estate Capital, LLC, c/o Branch Banking and Trust Company, 2400 Reynolda Road, Second Floor, Winston-Salem, NC 27106.

13. All capitalized terms contained in this Second Amendment shall have the same meaning as in the Lease, as amended, unless otherwise specifically defined herein.

14. Except as amended hereby, all the terms and provisions of the Lease, as amended, are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Lease, as amended, and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

15. Landlord and Tenant represent and warrant to each other that each has full authority to execute this Second Amendment and that the joinder or approval of any person or entity to this Second Amendment or with respect to the Landlord's or Tenant's execution of this Second Amendment is not required.

IN WITNESS WHEREOF, the Landlord has executed this Second Amendment effective as of the date above stated.

LANDLORD:

SPPOTT, LLC, a South Carolina limited liability company

By: Anthony L. Roman

Name (Print): Anthony L. Roman

Title: President Sppott LLC

IN WITNESS WHEREOF, the Tenant has executed this Second Amendment effective as of the date above stated.

TENANT:

GRANDBRIDGE REAL ESTATE CAPITAL, LLC, a North Carolina limited liability company

By: _____

Name (Print): _____

Title: _____



JOSEPH A. SURPRENANT

SVP

EXHIBIT "A"
SUPPLIER SETUP FORM
DIRECT DEPOSIT AUTHORIZATION

INSTRUCTIONS

Read these instructions carefully to ensure proper set up and payment authorization. Failure to comply with these instructions may delay the set up or payment process.

For New Suppliers

New Suppliers must complete this form and forward to their BB&T contact along with a completed W-9, when applicable, and invoice.

The BB&T Contact must forward this form, the completed W-9, and invoice to apsupplier@bbandt.com. Invoices paid within 15 days from receipt of this form will be paid by check. All other invoices will be paid by direct deposit.

For Existing Suppliers


Existing Suppliers must complete this form and forward to apsupplier@bbandt.com or fax to 910.914.9336 in order to receive payment for invoices. Invoices paid within 15 days from receipt of this form will be paid by check. All other invoices will be paid by direct deposit.

SUPPLIER IDENTIFICATION

Supplier Name Anthony Romeo - President Spott LLC		Personal Supplier Number (if not known, will be completed by Accounts Payable)	Supplier Accounts Receivable Email Address (email address is required to receive notification of deposit once transition to electronic notification is complete) tonyromeo@live.com	
Social Security or Federal Employer Identification Number 531-90-1583			Business phone number () 454-865-3839	
Mailing Address 517 King St. Apt 7	City Charleston	State SC	ZIP Code 29403	

AUTHORIZATION FOR DIRECT DEPOSIT

I hereby authorize BB&T to deposit any payments made payable to this Supplier directly to the below account. I understand that BB&T will continue to deposit to this account until a written notification of change is submitted to the BB&T Accounts Payable Department, or until it may become necessary to change BB&T's Account Payable procedure. In addition, if BB&T determines a payment was made to this account in error, you will be notified prior to a reversing entry being made.

Printed Authorized Name Anthony L. Romeo	Company Title President	Date 23 AUG 14
Authorizing Signature 		

FINANCIAL INSTITUTION