

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between SPPOTT INVESTMENTS, LLC, a South Carolina limited liability company (the "Landlord"), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Tenant").

#### WITNESSETH:

WHEREAS, Landlord (as successor in interest to 1671 Belle Isle, LLC) and Tenant (as successor in interest to Grandbridge Real Estate Capital LLC) entered into that certain Lease Agreement dated December 28, 2007, as amended by that certain First Lease Amendment dated February 21, 2008, and as further amended by that certain Second Amendment to Lease Agreement dated August 26, 2014 (collectively, the "Lease") for approximately 2,459 rentable square feet, being known as Suite 250 (the "Premises") in the building located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina 29464 (the "Building"), as more particularly described therein; and

WHEREAS, both Landlord and Tenant have agreed to amend and modify the Lease as hereinafter described.

NOW, THEREFORE, in consideration of cash in hand paid and the promises and the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend and modify the Lease as follows:

1. Definition of Terms. All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Lease.

2. Term. Landlord and Tenant acknowledge and agree that the term of the Lease expires on May 31, 2018. The term of the Lease is hereby extended for a period of twelve (12) months, beginning on June 1, 2018 and ending on May 31, 2019 (the "Extension Term"). All terms and provisions of the Lease shall apply to the Extension Term, except as otherwise provided herein. Any and all references in the Lease to the "Term" shall be deemed to include the Extension Term and any Month-to-Month Period (as hereinafter defined).

2. Landlord Option to Terminate. Beginning on January 1, 2019, Landlord may terminate the Lease prior to the expiration of the Extension Term by providing Tenant with a ninety (90) day prior written notice of termination.

3. Month-to-Month Option. Tenant shall have the option of continuing the Lease on a month-to-month basis after the expiration of the Extension Term on May 31, 2019 (the "Month-to-Month Option"). The Month-to-Month Option must be exercised, if at all, by Tenant on or before the date that is sixty (60) days prior to the expiration of the Extension Term. In the event Tenant exercises the Month-to-Month Option as provided herein, the term of the Lease will continue on a month-to-month basis (the "Month-to-Month Period") until either party

provides thirty (30) day prior written notice to the other party of termination. The terms and conditions of the Lease shall remain in effect throughout the Month-to-Month Period, except the Base Rental for the Premises during the Month-to-Month Period shall be as set forth in Section 4 below.

4. Base Rent. During the Extension Term the Base Rental for the Premises shall be \$5,432.79 per month, payable in accordance with the terms of the Lease. In the event Tenant exercises the Month-to-Month Option, the Base Rental shall increase by 3% on June 1<sup>st</sup>, 2019.

5. Effective Date. The provisions of this Amendment shall be and become effective as of the day and year first above written.

6. Counterparts; Electronic Copies. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Amendment by the parties hereto may be evidenced by the transmission of electronic copies, which shall have the same effect as an original.

7. Severability. In the event any term, covenant or condition of this Amendment, the Lease, or any amendments thereto shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

8. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.'

9. Full Force and Effect. Except as modified hereby, the Lease remains unmodified and in full force and effect.

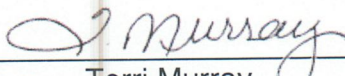
10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.

*[Signatures on the following page(s).]*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Amendment, under seal as of the day and year first above written.

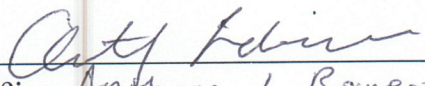
TENANT:

BRANCH BANKING AND TRUST COMPANY,  
a North Carolina banking corporation

By:   
Print Name: Terri Murray  
Title: Senior Vice-President

LANDLORD:

SPPOTT INVESTMENTS, LLC,  
a South Carolina limited liability company

By:   
Print Name: Anthony L. Reeves  
Title: Owner Spott Investments