

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

FIRST LEASE AMENDMENT

This Lease Amendment is made and entered into as of this 3rd day of August, 2005 by and between CITY OF COLUMBIA, SOUTH CAROLINA (hereinafter called "Landlord") and RAVENSTONE COMMONS-DURHAM, LLC, a North Carolina limited liability company (hereinafter called "Assignee"), whose address is c/o Aston Properties, Inc., 6525 Morrison Boulevard, Suite 300, Charlotte, North Carolina 28211 Attention: George Dewey.

WHEREAS, Joe Edens, Jr. and Landlord entered into a certain Lease dated January 2, 1979 and an Indenture thereof dated January 2, 1979 being recorded in Deed Book DO921 at page 755 in the Office of the Register of Deeds for Richland County (the "Lease") which Lease has been assigned from time to time by the various owners of the retail center on Harden Street, Columbia, South Carolina as lessees thereunder to the current Assignee; and

WHEREAS, Assignee and Landlord now agree to amend the Lease in accordance with the following provisions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and Assignee's agreement to pay Landlord Fifty Thousand and no/100 Dollars (\$50,000.00) ("the Extension Payment") on or before the end of one (1) year following the date that this Amendment is executed by Landlord and Assignee, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignee and Landlord hereby agree to amend the Lease as provided herein.

1. Section 1 entitled "Term" is modified to add the following:

(a) Initial Extension Term. In consideration of the Extension Payment, the Term of the Lease is hereby extended for an additional ten (10) years from December 31, 2028 until December 31, 2038 ("Initial Term").

(b) Optional Extension Terms. Assignee shall have the option to extend the Lease term beyond the Initial Term for up to two (2) additional terms of ten (10) years (the "Optional Extension Terms") by delivering notice of exercise, together with the applicable rent payment on or before the expiration of the Initial Term, or, if applicable, the First Optional Extension Term.

2. Section 2 entitled "Rent" is modified to add the following:

(a) If the Assignee elects to extend the term of the Lease beyond the end of the Initial Term on December 31, 2038, then the annual rent payable during the Optional Extension Term shall be Seven Thousand Dollars (\$7,000.00) per year during the first (1st) Optional Extension Term, with the entire amount of such rent (i.e. \$70,000.00) to be paid in advance at the time of the exercise of the first Optional Extension Term.

(b) If the Assignee elects to extend the term of the Lease beyond the end of the First Optional Extension Term, then the annual rent payable during the Second Optional Extension Term shall be Ten Thousand Dollars (\$10,000.00) per year during the

Second (2nd) Optional Extension Term, with the entire amount of such rent (i.e. \$100,000.00) to be paid in advance at the time of the exercise of the Second Optional Extension Term.

(c) The Landlord confirms that all rental payments for the Initial Term ending December 31, 2038 have been paid.

3. As a condition to Landlord's approval and execution of this Amendment, during the Term of this Lease, Tenant agrees to allow customers of the businesses located directly across Harden Street from Landlord's shopping center to use the twelve (12) spaces along Harden Street (at the corner of Senate Street) identified as "Twelve Common Spaces" on Exhibit A in common with the customers of the shopping center on a first-come-first-served basis.

4. Except as hereinabove amended, all terms and conditions, including all warranties and covenants, of the Lease are hereby incorporated and ratified and explicitly confirmed and such terms, covenants and conditions therein contained shall continue in full force and effect with the same force and effect as if they were herein set forth in full.

5. This Amendment contains the entire agreement of the parties with respect to this modification and shall inure to the benefit of the parties, their respective successors and assigns and may not be changed orally, but only by agreement in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Lease Amendment as of the date first above written.

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA

Valerie R. Smith

By:

Whanna Boukryff

Its: City Manager

WITNESSES:

Brent M. Melgrom Jr.
[Signature]

ASSIGNEE:

RAVENSTONE COMMONS – DURHAM, LLC, a
North Carolina limited liability company

By: Aston Properties, Inc.

Its: Manager

By: G. Steele Dewey, III

Name: G. STEELE DEWEY, III

Title: PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this 15th day of June, 2005 by Charles P. Austin, Sr., City Manager of The City of Columbia, South Carolina, on behalf of said entity.

Irka D. Moore
Notary Public for South Carolina
My Commission Expires: May 21, 2012

[SEAL]

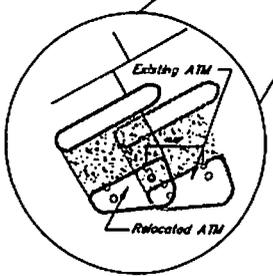
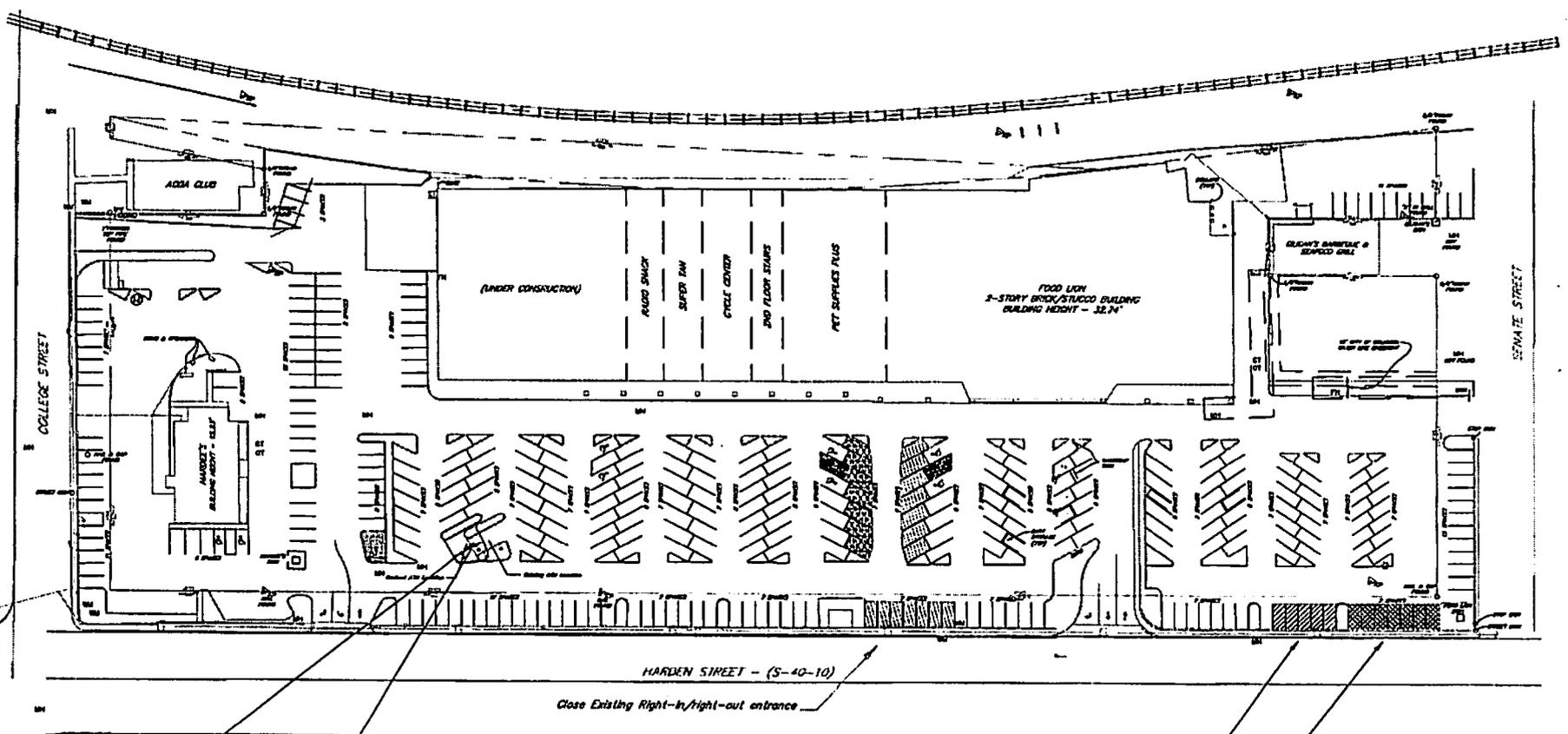
STATE OF SOUTH CAROLINA)
)
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The foregoing instrument was acknowledged before me this 3rd day of August, 2005 by G. Steele Dewey, III, President of Aston Properties, Inc., Manager of RAVENSTONE COMMONS - DURHAM, LLC, a North Carolina limited liability company, on behalf of said entity.

Phillip J. [Signature]
Notary Public for Catawba County, NC
My Commission Expires: March 30, 2010

[SEAL]

EXHIBIT A



Proposed Bank of America Relocation

-  Subject to Bank of America consent to relocate ATM
-  Parking spaces to be striped upon closure of entrance

Not To Scale

-  7 Common Spaces for the non-exclusive use of adjoining businesses.
-  5 Additional Possible Spaces with the consent of Bank of America

Proposed Parking Revisions Marketplace Shopping Center Columbia, South Carolina