

OFFICE LEASE

THIS LEASE is made as of this 8 day of May, 2009, by and between Branch Banking and Trust Company, a North Carolina state banking corporation, ("Lessor"), and Young Williams, PC, a Mississippi professional corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor acquired title to the real property containing the Building, as hereafter defined, through foreclosure proceedings; and

WHEREAS, Lessor and Lessee acknowledge and agree that the Building is an old building formerly used as a radio station, which the Lessor intends to market and sell; and

WHEREAS, Lessee acknowledges that the rent rate to be paid by Lessee according to the terms of this Lease is reflective of the age of the Building and the fact that Lessor shall not be obligated to make any alterations, repairs or restoration to or of the Building or Premises, as hereafter defined, unless expressly provided for herein; and

WHEREAS, Lessee's use of the Premises, as further defined herein, shall not result in clients, customers or invitees coming to the Premises; and

WHEREAS, Lessee desires to lease the Premises from Lessor and Lessor desires to lease the Premises to Lessee under the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Premises. Lessor, in consideration of the rents to be paid by Lessee and other covenants of Lessee contained herein, does hereby lease to Lessee the premises described below.

Suite consisting of approximately 3987.2 rentable square feet (the "Premises"), located on the basement floor of a building consisting of approximately 14,280 total rentable square feet, commonly known as 2918 Magnolia Ave, Knoxville, TN 37914 (the "Building"). A floor plan depicting the Premises is attached hereto as Exhibit "A" and incorporated by this reference herein.

2. Term. The term of this Lease shall be for a period of three (3) years, commencing on June 1, 2009 (the "Commencement Date"), and ending at midnight on May 31, 2012 (the "Expiration Date").

3. Rent. Beginning on the Commencement Date, Lessee shall pay to Lessor, without demand, deduction or offset, annual rent (referred to herein as "Rent") as follows: Nineteen Thousand Nine Hundred Thirty Six and 00/100 (\$19,936.00) payable in equal monthly installments of One Thousand Six Hundred Sixty One and 34/100 (\$1,661.34).

Rent shall be payable in advance on the first day of each month during the term of this Lease and shall be mailed to Lessor c/o Elizabeth Smith, Assistant Vice President, Branch Banking and Trust Company, 200 W. Second Street, 4th Floor, Winston-Salem, NC 27101 or such other place as Lessor may designate to Lessee by written notice. Rent for any partial months during the term of the Lease shall be prorated. Lessee's obligation to pay Rent is an independent covenant and Lessor's failure to perform any of its obligations or responsibilities under this Lease shall not result in an abatement of Rent, entitle Lessee to withhold Rent or otherwise affect Lessee's liability for payment of Rent. The acceptance of any Rent by Lessor shall not constitute or be deemed to be: (a) a waiver of any claim or right, including but not limited to, any claim based on Lessee's default under or non-compliance with the terms of this lease, or (b) grant of consent or permission with respect to any matter.

4. Acceptance of Premises. Occupancy of the Premises by Lessee shall constitute its acceptance of same, subject only to those exceptions, requirements and/or repairs set forth in Exhibit "B", attached hereto and incorporated by this reference herein. Except as specifically provided in Exhibit "B", Lessor shall not be obligated to decorate, alter, repair or improve the Premises. Lessee acknowledges that Lessor has not made any warranties or representations, oral or written, as to the condition, use or fitness of the Premises for any particular purpose and Lessee accepts the Premises in its "AS IS" condition on the Commencement Date. Lessor shall not be responsible for obtaining any governmental approvals or permits necessary to enable Lessee to occupy or use the Premises, same being the sole responsibility of Lessee. Lessor shall not be responsible for obtaining any certificates of occupancy or other approvals required in connection with any approved construction work done by or on behalf of Lessee.

5. Possession of Premises. (a) If Lessor cannot deliver possession of the Premises to Lessee on the Commencement Date, this Lease shall not be void or voidable and Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but the parties shall confirm in writing the actual Commencement Date and Expiration Date of this Lease; provided, however, that in no event shall the Lessee's possession of the Premises be delayed more than thirty (30) days from the Commencement Date.

(b) If Lessee occupies the Premises prior to the Commencement Date, the Commencement Date shall be considered the date such occupancy begins and shall not advance the termination date; however, Lessee shall pay prorated Rent for such period.

6. Use and Compliance with Law. The Premises shall be used as office space and storage space in connection with serving as a disaster recovery facility for Lessee's child support operations located in the states of Tennessee and Virginia and for no other purpose without Lessor's prior written consent. The parties acknowledge that Lessee may have up to ten (10) full time employees working in the Premises during the term of this Lease, provided however, in the event it becomes necessary for Lessee to relocate employees from other locations due to a casualty or disaster (or for any reason), Lessee shall provide Lessor with at least three (3) business days notice of the anticipated increase in employees occupying the Premises. The Premises shall not be open to the public in general and Lessee shall not see customers, clients or invitees in the Premises. Lessee shall not use the Premises for any unlawful purpose or so as to constitute a nuisance. Lessee covenants and agrees to comply with any and all restrictive covenants and ordinances and regulations of any governmental authorities applicable to the Premises and the occupancy thereof, unless otherwise specifically provided herein.

7. Notification of ADA Violations. Within ten (10) days after receipt, Lessor and Lessee shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Building or of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Building or the Premises. Except as hereinafter set forth in this Section 7, Lessor shall be responsible for ADA compliance in the common areas of the Building and Lessee shall be responsible for ADA compliance within the Premises. In the event the Building or the Premises is found or alleged to be, in violation of the ADA and requires alteration or construction of accommodations to bring same into compliance, either party may terminate this Lease upon sixty (60) days notice to the other.

8. Signs. Lessee shall not, without the prior written consent of Lessor, place any signs or advertising matter or material on the exterior or interior of the Building. If Lessor approves any signage, Lessee shall remove same at the termination or expiration of this Lease and Lessee shall repair any damage caused by such installation or removal.

9. Quiet Enjoyment and Covenant of Title. Lessor covenants that it has full right and power to execute this Lease and to grant the estate demised herein, and the Lessee, upon

payment of the rents herein reserved and performing the terms, conditions, and covenants herein contained, shall peacefully and quietly have, hold, and enjoy the Premises during the full term of this Lease from all persons claiming through Lessor.

10. Lessor's Services. (a) Lessor shall furnish the following services to Lessee on and during each business day (excluding Saturdays, Sundays and legal holidays, except as specifically provided in Section 10(d) below):

(i) Janitorial service and supplies for the common areas in the Building. The emptying of trash in the Premises, Monday through Friday.

(ii) Heating and air conditioning during the appropriate seasons at levels similar to those maintained in comparable office buildings in the area where the Building is located during normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday).

(iii) Hot and cold water as required for drinking, cleaning and lavatory purposes.

(iv) Electricity supplied through the Building's 110-volt 20 amp circuits for lighting purposes and for operation of small business machines and equipment (e.g., typewriters, adding machines, personal computers and similar equipment). If Lessee desires dedicated or 220-volt electrical circuits, or wishes to install electrical equipment which will cause usage of electricity within the Premises to be above normal electrical usage for general office space (as determined by Lessor), Lessee shall obtain Lessor's prior written consent prior to installing such equipment or circuits, such consent shall not be unreasonably withheld. Any additional electrical circuits approved shall be installed by Lessor at Lessee's expense. Lessor may consider, among other relevant factors, the effects of the electrical load of the Premises upon the Building's circuits in giving or withholding its consent. Lessor may also require that Lessee pay the additional direct expense of electricity supplied through Lessee's special circuits or excess electricity usage, including the cost of installing any necessary meters.

(b) Notwithstanding the foregoing, Lessor reserves the right, without any liability to Lessee and without affecting Lessee's covenants and obligations hereunder (provided Lessor gives reasonable prior notice to Lessee, except in the event of an emergency), to stop service of the HVAC, electric, sanitary or other systems serving the Premises, or to stop any other services required by Lessor under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Lessor in good faith deems necessary, or (ii) any other cause beyond Lessor's reasonable control. Lessor shall not be liable for the interruption of any of the above-mentioned services caused by strikes, lockouts, accidents or other causes beyond the reasonable control of Lessor. Any interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligation under this Lease, unless the interruption is the result of willful misconduct by Lessor. Lessor shall use its best efforts to restore the interrupted service within a reasonable time after interruption if the cause of interruption is subject to Lessor's control.

(c) Lessor shall also provide exterior maintenance of the Building and its appurtenant grounds and facilities (the "Project"), including, but not limited to, parking lot repairs, landscape maintenance, structural repairs and roof.

(d) Heating and air conditioning during other than normal business hours shall be furnished upon the prior request of Lessee made in accordance with the procedures from time to time established by Lessor or the Building manager, and Lessee shall bear the cost thereof at a rate equal to the cost incurred by Lessor to provide such service; provided, however, there shall be a two (2) hour minimum charge when such service is requested and the after-hours HVAC rate may be adjusted, from time to time, to reflect increases in the costs incurred by Lessor in providing such service.

(e) Lessee acknowledges and agrees that Lessor will not provide any guard or security services and that the Building and the Project are not equipped with a security system. Lessor does not promise, warrant or guarantee the safety and security of Lessee or the employees, agents, contractors or invitees of Lessee, against the criminal actions of third parties. Lessee accepts and assumes the responsibility of its protection and that of its employees, agents, contractors and invitees, as well as that of its property located on or about the Premises and shall maintain appropriate insurance for same in accordance with the requirements set forth in this Lease.

11. Fees and Charges. Lessee covenants and agrees during the term of this Lease to pay promptly when due, all telephone, cable license fees and all other charges of any nature and kind whatsoever, imposed, charged or levied against the Premises, in connection with the use and occupancy of the Premises by Lessee, and the cost of any repairs caused by any negligence or intentional misconduct on the part of Lessee and/or its employees, independent contractors or invitees.

12. Alterations by Lessee. Lessee shall not make any alterations, additions or improvements to the Premises without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld. Any and all alterations, additions, or other improvements made by Lessee (including any alterations or improvements required by applicable governmental authorities) shall be at the sole cost and expense of Lessee and regardless of how attached (except movable trade fixtures), shall become immediately upon installation and thereafter remain the property of Lessor, without compensation therefor to Lessee, unless otherwise agreed in writing by Lessor; provided, however, Lessor shall have the right to require that Lessee, upon the termination or at the expiration of this Lease, remove any or all such alterations, additions and improvements and restore the Premises to their original condition, normal wear and tear excepted. Lessee shall repair any damage to the Building or the Premises caused by the installation or removal of its furniture, trade fixtures, equipment or shelving.

13. Use of the Parking Facilities. Lessee and its employees and customers shall have the non-exclusive right, in common with Lessor, other occupants of the Building and their respective employees, guests and customers, to park automobiles in the parking area provided by Lessor, subject to such reasonable rules and regulations as Lessor may impose from time to time, including the designation of specific areas in which automobiles of Lessee and its employees must be parked. Lessor shall be entitled to limit the number of parking spaces available to Lessee if Lessee's employees overburden the parking area in Lessor's reasonable opinion; provided, however, that in no event shall the number of parking spaces available to Lessee fall below the number of full time employees authorized to work in the Premises, i.e., ten (10) spaces.

14. Subleasing and Assignment. Lessee shall not assign its rights under this Lease or sublet the whole or any part of the Premises, without the prior written consent of Lessor, which shall not be unreasonably withheld. Even if Lessor's consent is given, no subletting or assignment shall release Lessee from any obligation pursuant to this Lease or alter the primary liability and obligation of Lessee to pay Rent and to perform all other obligations to be performed by Lessee hereunder unless expressly released by Lessor. Acceptance of Rent by Lessor from an assignee or sublessee who has not been approved by Lessor shall not waive the default created by failure to obtain Lessor's consent. As a condition of approving any proposed assignee or sublessee, Lessor may require such financial and other information concerning the proposed assignee or sublessee that Lessor deems appropriate. Approval of a proposed sublease or assignment in any one instance shall not affect Lessor's right to approve all subsequent assignments and subleases. Lessor shall be furnished with a duplicate executed original of all such approved subleases and assignments. If Lessee requests Lessor's consent of an assignment of Lessee's interest in this Lease, Lessor may, at its option, elect to terminate this Lease as of the effective date of the proposed assignment. If Lessee requests Lessor's consent to a sublease, Lessor may, at its option, elect to terminate this Lease as of the effective date of the proposed sublease as to the portion of the Premises which Lessee desires to sublease, and if such option to terminate is elected by Lessor, Rent under this Lease shall be adjusted as of the effective date of the partial termination and Lessee shall pay as additional rent on demand the cost of any

demising walls required to separate the space as to which this Lease has been terminated from the remainder of the Premises. The prohibition against an assignment contained herein shall be construed to include a prohibition against any assignment by merger, sale of assets, sale of a controlling interest in stock or operation of law.

15. Care of Premises. Lessee shall take good care of the Premises, and shall not suffer or permit any waste or injury thereto. Lessee shall pay for all repairs to the Building, Premises or Project necessary due to the acts of Lessee, its employees, agents, customers or guests, or their use of the Premises. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises in as good condition as Lessee obtained same on the Commencement Date, reasonable wear and tear excepted.

16. Damage to Premises. If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable, in whole or in part, in Lessor's sole judgment, Lessor shall promptly at its expense cause such damage to be repaired, and rent shall not be abated. If by reason of such occurrence the Premises shall be rendered partially untenable, Lessor shall promptly at its own expense cause the damage to be repaired, and rent meanwhile shall be abated for the period of untenability in proportion to the portion of the Premises rendered untenable. If by reason of such occurrence all of the Premises are rendered untenable, Lessor shall promptly at its expense cause the damage to be repaired, and rent shall abate until the Premises are again tenable, unless within thirty (30) days after said occurrence Lessor gives Lessee written notice that the estimated time necessary to reconstruct the destroyed Premises is in excess of one hundred twenty (120) days after commencement of reconstruction and Lessee elects to terminate this Lease by written notice to Lessor given within fifteen (15) days after receipt of Lessor's notice. If so terminated, this Lease and the tenancy hereby created shall cease as of the date of casualty and all Rent shall be abated as of such date. Notwithstanding anything to the contrary herein, Lessor shall not be obligated to reconstruct or repair the Building or Premises except to the extent insurance proceeds have been received with respect to the event causing the damage and only if such insurance proceeds are adequate to fully cover the costs of such reconstruction or repair. Lessor shall not be required to repair, replace or insure any fixtures or improvements installed by Lessee or property which the Lessee may be entitled to remove from the Premises. Lessee shall have no claim against Lessor for damages, compensation or claims for inconvenience, loss of business or other consequential damages arising from any casualty, maintenance, repair or restoration of the Premises, Building or Project. All Rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of damage; however, if the damage results wholly or in part from the fault of Lessee, its agents, contractors, employees or invitees, Lessee shall not be entitled to termination or any abatement or reduction in Rent.

17. Insurance. (a) Lessee shall, at Lessee's sole cost and expense, at all times during the term of this Lease, carry with an approved insurance carrier licensed to operate in the state in which the Premises are located, (i) hazard insurance (written on an "all risk" and full replacement value basis with an extended coverage endorsement) insuring against damage to and loss of Lessee's improvements, fixtures, equipment, furniture and all other personal property in and about the Premises (including but not limited to personal property belonging to Lessor remaining in the Premises for Lessee's use as set forth in Rider No. 1); (ii) comprehensive general liability insurance naming Lessor as an additional named insured, insuring against any liability imposed for, or arising, directly or indirectly, out of injuries to person or property arising out of the ownership, maintenance, occupancy or control of the Premises on an occurrence basis in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate combined for bodily injury and property damage, and not less than \$500,000 with respect to property damage for any one occurrence; and (iii) workers compensation or similar insurance in form and amounts required by law.

(b) A duplicate original or agent certified copy of such insurance policies shall be furnished to Lessor upon request. Lessee shall notify Lessor promptly of any accident or loss in the Premises or the Project or of any defects therein or in the equipment and fixtures thereof of which Lessee has knowledge.

(c) In the event any insurance required to be maintained by Lessee under this Lease shall expire, be withdrawn, lapse, become void or unsecure by reason of Lessee's breach of any condition therefore or by reason of the failure or impairment of the capital of any carrier thereof, Lessee shall immediately place new insurance on the Premises which conforms to the insurance requirements set forth in this Lease. Further, in the event of any default beyond any applicable notice and cure period by Lessee with respect to its obligations pertaining to insurance, Lessor, at its option but without being obliged to do so, and in addition to any other rights and remedies Lessor may have on account of such default, shall have the right to cure such default upon five (5) days prior written notice to Lessee by acquiring new insurance on the Premises which conforms to the insurance requirements set forth in this Lease or by making any premium payment necessary to bring Lessee's existing insurance coverage current, whereupon all costs and expenses incurred by Lessor in curing such default, shall be paid by Lessee to Lessor within thirty (30) days of receipt of an invoice from Lessor.

18. Hazardous Materials. (a) Without Lessor's prior written consent, Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept or used in or about the Premises, the Building or the Project by Lessee, its agents, employees, contractors or invitees.

(b) Any Hazardous Material permitted on the Premises, the Building or the Project as provided in Section 18(a) and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to this Hazardous Material.

(c) Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if that material (as is reasonably determined by the Lessor or any governmental authority) does or may pollute or contaminate the same or may adversely affect (i) the health, welfare or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the Building or any other real or personal property and which would result in a violation of applicable environmental laws.

(d) As used herein, the term "Hazardous Material" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any oil, petroleum products and their by-products; and (iv) any substance that is or becomes regulated by any federal, state, or local governmental authority.

(e) Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Premises by the Lessee, and the Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of the Section 18. IN THE EVENT LESSEE CAUSES OR PERMITS ANY HAZARDOUS MATERIALS TO BE BROUGHT, STORED, USED, OR DISPOSED OF IN OR ABOUT THE PROJECT BY LESSEE, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR INVITEES, OR IN THE EVENT THE USE WHICH LESSEE MAKES OF THE PREMISES RESULTS IN ANY HAZARDOUS MATERIALS CONTAMINATION, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS AGENTS FROM AND AGAINST ANY CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS AND LITIGATION EXPENSES) OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO (i) THE PRESENCE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY SUCH HAZARDOUS MATERIAL; OR (ii) ANY VIOLATION OF ANY LAWS APPLICABLE THERETO. The provisions of this Section 18(e) shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

19. Indemnification. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD LESSOR AND LESSOR'S AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES OR EXPENSES ARISING OUT OF (i) LESSEE'S USE OF THE PREMISES, THE BUILDING OR THE PROJECT, (ii) ANY AND ALL CLAIMS ARISING FROM ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION OF LESSEE HEREUNDER, AND/OR (iii) ANY ACT, OMISSION OR GROSS NEGLIGENCE OF LESSEE, ITS AGENTS OR EMPLOYEES,. LESSEE AGREES TO PROCURE AND KEEP IN FORCE DURING THE TERM HEREOF A CONTRACTUAL LIABILITY ENDORSEMENT TO ITS COMPREHENSIVE GENERAL LIABILITY POLICY, SPECIFICALLY ENDORSED TO COVER THE INDEMNITY PROVISION OF THIS SECTION. LESSEE FURTHER RELEASES LESSOR AND LESSOR'S AGENTS AND EMPLOYEES FROM LIABILITY FOR ANY DAMAGES SUSTAINED BY LESSEE OR ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER LESSEE DUE TO THE PREMISES, THE BUILDING, OR ANY PART THEREOF OR ANY APPURTENANCES THERETO ARISING OUT OF REPAIR, OR DUE TO THE HAPPENING OF ANY ACCIDENT INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY WATER, SNOW, WINDSTORM, TORNADO, GAS, STEAM, ELECTRICAL WIRING, SPRINKLER SYSTEM PLUMBING, HEATING AND AIR CONDITIONING APPARATUS AND FROM ANY ACTS OR OMISSIONS OF CO-LESSEES. LESSOR AND LESSOR'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGE TO OR LOSS OF LESSEE'S PERSONAL PROPERTY, INVENTORY, FIXTURES OR IMPROVEMENTS, FROM ANY CAUSE WHATSOEVER EXCEPT THE AFFIRMATIVE ACTS OF PROVEN GROSS NEGLIGENCE OF LESSOR, AND THEN ONLY TO THE EXTENT NOT COVERED BY INSURANCE REQUIRED TO BE OBTAINED BY LESSEE IN ACCORDANCE WITH SECTION 17 HEREOF.

20. Compliance with Law. Lessee shall during the term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to the use, manner of use or occupancy thereof, whether or not the same shall interfere with the use or occupancy of the Premises. Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or use or occupation thereof. Lessee shall also comply with all rules and regulations attached hereto as Exhibit "C", and incorporated by this reference herein, as same may be amended, modified or supplemented from time to time, provided that Lessee has ten (10) days prior written notice of any such amendments or modifications.

21. Inspection of Premises. Upon reasonable prior written notice to Lessee (except in the event of an emergency, when no notice shall be necessary), Lessor and Lessor's agents shall have free access during normal business hours to the Premises for the purposes of inspection, maintenance and repair and/or showing the Building and Premises to prospective purchasers. Upon reasonable prior written notice to Lessee, Lessor shall have the right to show the Premises to prospective tenants during the last one hundred eighty (180) days of the term of this Lease.

22. Condemnation. If all or a part of the Premises sufficient to render same unusable for Lessee's purposes (in Lessor's reasonable judgment) or all means of access to the Premises shall be condemned for a period in excess of ninety (90) days or sold under threat of condemnation, this Lease shall terminate and Lessee shall have no claim against Lessor or to any portion of the award in condemnation for the value of any unexpired term of this Lease. Lessee may seek to recover independently compensation from the condemning authority for moving expenses, the value of any of Lessee's property taken (other than Lessee's leasehold interest in the Premises) or other compensable loss or damage. In the event of a temporary taking of ninety (90) days or less which renders the Premises untenable, this Lease shall not terminate, but the term hereof shall be extended by the period of the taking and Rent shall abate in proportion to the portion of the Premises taken for the period of such taking.

23. Default. (a) If Lessee does not pay Rent or any other sum payable by Lessee pursuant to this Lease and such default continues for a period of seven (7) business days after

written notice is given to Lessee, or if Lessee shall fail to perform any other covenant, agreement, or obligation of Lessee pursuant to this Lease and such default continues for thirty (30) days after written notice thereof is given to Lessee, or if Lessee should become bankrupt or insolvent or any debtor proceedings are taken by or against Lessee, or if Lessee vacates or attempts to vacate the Premises, then Lessor shall have the following rights and remedies:

(i) Lessor may terminate this Lease by written notice to Lessee, in which event this Lease, all rights of Lessee, and all duties of Lessor shall immediately cease and terminate, and Lessor may re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property in a public warehouse or elsewhere at the cost of, and for the account of, Lessee and enjoy the Premises free of Lessee's estate pursuant to this Lease, without prejudice, however, to Lessor's right to recover its actual damages from Lessee, including but not limited to the cost of recovering possession of the Premises, reasonable attorneys fees, reasonable expenses of reletting, real estate commissions and all costs related to or arising out of the breach of this Lease;

(ii) Lessor shall have the right to re-enter the Premises and remove all persons and property from the Premises and store such property in a public warehouse or elsewhere at the cost of, and for the account of Lessee, without terminating this Lease. Lessor shall have the right to take such action without service of notice except as may be expressly required herein or by applicable law and without resort to legal process (unless required by law) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Lessor elects to re-enter the Premises as aforesaid, Lessor may, at any time thereafter, elect to terminate this Lease by giving written notice to Lessee of such election. Whether or not Lessor elects to re-enter the Premises or takes possession of the Premises pursuant to legal proceedings or pursuant to any notice required by law, Lessor may, at its option, re-let the Premises or any portion thereof for the benefit of Lessee for such term or terms (whether shorter or longer than the term of this Lease) and at such rental and upon such other terms and conditions as Lessor, in its sole discretion, deems advisable, and, at the expense of Lessee, Lessor shall have the right to make such repairs or alterations to the Premises as Lessor deems necessary in order to re-let same. Provided this Lease has not been terminated by Lessor, upon each such re-letting all rentals actually received by Lessor from such re-letting applicable to the unexpired term of this Lease shall be applied as follows: First, to the payment of any costs and expenses of such re-letting, including costs incurred by Lessor for brokerage fees, attorneys fees and alterations and repairs to the Premises; Second, to the payment of any indebtedness other than rent due hereunder from Lessee; Third, to payment of any unpaid portion of rent then due. On the scheduled expiration date of this Lease, Lessor shall pay the residue, if any, to Lessee. No such re-entry or taking of possession of the Premises by Lessor shall be construed or shall operate as an election by Lessor to terminate this Lease unless written notice of termination is given by Lessor to Lessee, or this Lease is terminated by an order or decree of a court of competent jurisdiction;

(iii) All Rent for the remainder of the term of this Lease shall become due and payable, at the option of Lessor; and

(iv) Lessor may lock up the Premises and preclude Lessee's access thereto. Lessee grants to Lessor a security interest in all of Lessee's property located in the Premises, and agrees to execute and deliver such financing statements and other instruments as may be necessary to perfect such security interest.

(b) In addition to all remedies specified in this Lease, Lessor shall have all remedies available pursuant to applicable law.

(c) No re-entry, taking possession of, or repair of the Premises by Lessor, termination of this Lease or any other action taken by Lessor as a result of any default of Lessee shall relieve

Lessee of any of its liabilities or obligations hereunder which arose prior to or by reason of such termination, whether or not the Premises are re-let.

(d) All remedies of Lessor shall be cumulative. Election by Lessor to exercise any remedy shall not prevent or be deemed a waiver of Lessor's right to thereafter exercise any other remedy.

(e) Lessee agrees to pay upon demand all costs, fees and expenses (including, without limitation, court costs and reasonable attorney's fees) incurred by Lessor in enforcing this Lease.

(f) Lessor and Lessee shall and each does hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease or its termination, the relationship of Lessor and Lessee, and Lessee's use or occupancy of the Premises, and/or any claim of injury or damage and any emergency statutory or any other statutory remedy.

24. Holding Over. If Lessee remains in possession of the Premises after the expiration or termination of the term of this Lease without Lessor's prior written consent, such possession shall, at Lessor's option, (a) be a tenancy at sufferance only, during which tenancy at sufferance Rent shall be due and payable at 125% of the Rent due during the last month of the lease term, or (b) result in an extension of this Lease on a month-to-month basis, upon the terms and conditions applicable to the last year of the preceding term, except Rent, which shall be at 125% of the Rent due during the last month of the term. All other provisions of this Lease shall remain in force during the period of any such tenancy at sufferance or month-to-month renewal. Acceptance of Rent by Lessor during any holdover tenancy at sufferance shall not waive the default created by Lessee's holdover or Lessor's option to select the tenancy created by the holdover.

25. Surrender of Premises. Lessee shall surrender the Premises at the expiration or sooner termination of the Lease term, broom-cleaned, with all rubbish removed, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted. Lessee shall deliver all keys to Lessor or Lessor's agent.

26. Information Concerning Lessee. Lessee shall furnish within fifteen (15) days after request from Lessor such current information concerning the financial condition of Lessee as Lessor may reasonably require. Such financial information shall include (but is not necessarily limited to) a financial statement dated not more than twelve (12) months prior to Lessor's request. Such financial statement shall be prepared in accordance with GAAP and certified by a certified public accountant. A general partner or officer of Lessee shall furnish a certification to Lessor to the effect that there either has or has not been any material adverse change in the financial condition of Lessee since the date of the financial statement submitted, and if such certification states that there has been a material adverse change, furnishing such details concerning same as Lessor may request.

27. Authority of Lessee. Lessee hereby represents to Lessor that the execution and delivery of this Lease has been duly authorized by Lessee and that the person executing this Lease on behalf of Lessee is duly authorized to do so.

28. Security Deposit. Lessee shall deposit with Lessor on the Commencement Date and thereafter maintain with Lessor the sum of One Thousand and NO/100 (\$1,000.00) Dollars, which shall be held by Lessor, without interest to Lessee, as security for the full and faithful performance by Lessee of Lessee's obligations pursuant to this Lease. Lessor shall be entitled to commingle the security deposit with other funds of Lessor. If Lessee fails to pay any amount which Lessee is obligated to pay pursuant to this Lease, Lessor may, at its option (but Lessor shall not be obligated to), apply any portion of such security deposit to the amount owed by Lessee. Any such application by Lessor shall not waive the default created by Lessee's failure to pay. If any portion of the security deposit is so applied by Lessor, Lessee shall, within ten (10) days after demand from Lessor, restore the security deposit held by Lessor to its original amount. The security deposit, less amounts properly charged against same, shall be refunded to Lessee

within thirty (30) days after Lessee has paid all amounts owed and performed all obligations pursuant to this Lease.

29. Rules and Regulations. The rules and regulations attached to this Lease as Exhibit "C" shall be and are hereby made a part of this Lease. Lessee, its employees, customers and guests shall perform and abide by such rules and regulations, and any amendments or additions to such rules and regulations as may be made from time to time by Lessor.

30. Subordination. This Lease is subject and subordinate to all security liens, mortgages, deeds of trust and related financing instruments which may now or hereafter affect the Premises or the Project, and to all renewals, modifications, consolidations, replacement, amendments and extensions thereof, unless Lessor or any lender secured by a mortgage, deed of trust or similar security instrument elects to make this Lease superior to same, which it may do at its option. Lessee shall execute within ten (10) days after request any certificate, subordination agreement, priority agreement or other form of instrument in confirmation of such subordinate or superior status that Lessor may request. Lessee hereby irrevocably appoints Lessor its attorney in fact to execute and deliver any such instrument on behalf of Lessee, if Lessee fails or refuses to execute or deliver same as required hereby. Lessee shall also execute within ten (10) days after request an agreement with any lender pursuant to which Lessee agrees to give such lender notice of any default by Lessor pursuant to this Lease, agrees to accept performance by such lender of appropriate curative action, and agrees to give such lender a minimum period of sixty (60) days after Lessee's notice to such lender for the lender to cure Lessor's default prior to Lessee terminating this Lease due to Lessor's default. Lessee hereby irrevocably appoints Lessor its attorney in fact to execute and deliver any such instruments on behalf of Lessee, if Lessee fails or refuses to execute or deliver same as required hereby.

31. Estoppel Statement. Within ten (10) days after request therefor by Lessor, Lessee agrees to deliver in recordable form a certificate prepared by Lessor to any proposed mortgagee or purchaser of the Project, or to Lessor certifying (if such is the case) that this Lease is in full force and effect, that there are no defense or offsets thereto, or stating those claimed by Lessee, and such other facts related to this Lease, the Premises or Lessee as Lessor may request. If Lessee does not execute and return such certificate as required above, Lessee hereby irrevocably appoints Lessor as its attorney in fact to execute such certificate on behalf of Lessee.

32. Notices. Any notices required pursuant to this Lease shall be in writing. Addresses to which notices shall be sent are as follows:

TO LESSEE: YoungWilliams, PC
210 East Capitol Street
Suite 2000
Jackson, MS 39201
Attention: Robert L. Wells

TO LESSOR: Branch Banking & Trust
200 W. Second Street
Winston-Salem, NC 27101
Attention: Elizabeth Smith

With a copy to
(which shall not
constitute notice): Bell Davis & Pitt, P.A.
100 North Cherry Street, Suite 600
Winston-Salem, NC 27101
Attention: Anne H. Shelburne

Either party may at any time designate by written notice to the other a change of address for notices. All notices, demands and requests which are addressed as provided above and are (i) deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, or (ii) accepted for overnight delivery by Federal Express, Emery, Purolator, Airborne

or Express Mail, delivery charges prepaid or with delivery not conditioned upon payment of charges. Notice shall be deemed to have been given for all purposes hereunder upon delivery or refusal to accept delivery of such written notice.

33. Past Due Rents. Lessee recognizes and acknowledges that if Rent payments are not received when due, Lessor will suffer damages and additional expense thereby and Lessee therefore agrees that a late charge equal to ten percent (10%) of the late Rent may be assessed by Lessor as additional rental if Lessor has not received any monthly installment of Rent or other amount due pursuant to this Lease within seven (7) business days after its due date. If any check given in payment of Rent is not honored when due, Lessor may require that subsequent payments be made by certified or cashier's check.

34. Building Name. Lessor reserves the right to change at any time the name, address or designation of the Building without any liability to Lessee.

35. Right to Relocate. If the Premises ever consists of less than 2,000 square feet in area, Lessor reserves the right, at its option and upon giving thirty (30) days notice in advance to Lessee, to transfer and remove Lessee from the Premises to any other available offices in the Building of equal size and area. Lessor shall bear the expense of moving Lessee's furniture, fixtures, and other personal property as well as the expense of any renovations or alterations necessary to make the new space similar in arrangement and layout to the original Premises.

36. Rent Taxes. Lessor shall pay, at its sole cost and expense, any state or local sales tax, gross receipts tax, business license tax or other tax, however denominated, imposed directly upon this Lease, the Rent paid pursuant to this Lease or the operation of the Premises as rental property.

37. Taxes Attributable to Lessee's Improvements. If an increase in real estate taxes assessed on the Building is caused by Lessee's improvements or fixtures in the Premises, Lessee shall pay as additional rent and within ten (10) days after demand therefor from Lessor all of such real estate taxes attributable to such improvements or fixtures.

38. Definition of Lease Year. The first Lease Year is the period beginning on the Commencement Date and ending one (1) year after the last day of the month preceding the month in which the Commencement Date occurs. The second Lease Year shall begin on the day after the end of the first Lease Year, and shall end one (1) year after the end of the first Lease Year. The third and subsequent Lease Years shall begin and end on the appropriate anniversary dates of the beginning and ending dates of the second Lease Year.

39. Successor and Assigns. This Lease shall bind and inure to the benefits of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto. This provision shall not give Lessee by implication any right to assign its rights or interest pursuant to this Lease. The provisions of Section 14 above govern Lessee's right to assign and sublet.

40. Relationship of Lessor and Lessee. It is expressly understood and agreed that Lessor shall not be construed as or held to be a partner, joint venturer or associate of Lessee, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of Lessor and Lessee.

41. Limitation of Lessor's Obligation. The obligations of Lessor hereunder shall be binding only upon its interest in the Project, and not upon any other assets of Lessor or any affiliate of Lessor, or Lessor's officers, employees or shareholders personally. Lessee agrees to look solely to the equity of Lessor in the Project for the satisfaction of any remedies of Lessee or judgment obtained by Lessee as a result of a breach by Lessor of this Lease. Such exculpation of liability shall be absolute and without any exception whatsoever.

42. Performance by Lessor and Lessee. If Lessee fails to perform any of its obligations hereunder, Lessor may, at its option (but shall be under no obligation to do so),

perform the obligation of Lessee which Lessee has failed to perform. Any amounts advanced in so performing obligations of Lessee shall bear interest at the rate of eighteen (18%) percent per annum (or, if lower, the highest lawful rate) from the date expended until repaid, shall be due and payable on demand, and failure to pay on demand shall constitute an independent event of default hereunder. Payment or performance by Lessor of the obligations of Lessee shall not waive or cure any breach occasioned by Lessee's failure or refusal to pay or perform same.

43. Waiver. Delay in asserting or prosecuting any right, claim or cause of action accruing hereunder is not and shall not be deemed to be a waiver of, and shall not prejudice the same, or any other right, claim or cause of action accruing hereunder at any time. Waiver of any right, claim or cause of action at any time shall not prejudice any other right, claim or cause of action which Lessor may have or which shall thereafter accrue, and shall not waive Lessor's right to assert any other right, claim or course of action. Acceptance by Lessor of Rent from Lessee during the existence of any default shall not constitute a waiver of such default, or a waiver of the right of Lessor to insist upon Lessee's strict compliance with the terms of this Lease.

44. Paragraph Headings. The paragraph headings of this Lease are used for convenience only, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provision to which they refer.

45. Invalidity. If any provision of this Lease shall be held to be invalid, whether generally or as to specific facts or circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this Lease, which shall continue in full force and effect. Any provision held invalid as to any particular facts and circumstances shall remain in full force and effect as to all other facts and circumstances.

46. Governing Law. This Lease and the rights of the parties hereunder shall be interpreted in accordance with the laws of the state in which the Project is located.

47. Entire Agreement. This Lease together with the attached Exhibit and Rider referred to herein and specified below, contains the entire agreement of the parties related to this transaction, supersedes all prior negotiations and agreements and represents their final and complete understanding. This Lease may not be modified orally, through course of performance or in any manner other than by agreement in writing, signed by the parties hereto.

48. Liens. If Lessee shall cause any material to be furnished to the Premises or labor to be performed thereon or therein, Lessor shall, under no circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished. Also, such work shall be at Lessee's expense and Lessee shall be solely responsible to all contractors, laborers, and materialmen furnishing any labor and/or material to the Premises. Nothing herein shall authorize Lessee or any persons dealing through, with or under Lessee to charge the Premises, or any interest of the Lessor therein, or this Lease with any mechanics' or materialmen's liens or other lien or encumbrance. On the contrary, and notice is hereby given, the right and power to charge any lien or encumbrance of any kind against Lessor, this Lease, or the Premises is hereby expressly denied. Notwithstanding the foregoing, should any mechanic's, materialmen's or other lien be filed against the Premises, or any part thereof, for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be cancelled and discharged of record by bond or otherwise within thirty (30) days after notice by Lessor and shall hold Lessor harmless and indemnify Lessor from all costs including costs of defense, expenses and reasonable attorney fees, incurred by Lessor as a result of such lien.

49. Change in Ownership of Project. Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Project, and in such event and upon such transfer or Lessor's obligations hereunder, no further liability or obligation shall thereafter accrue against Lessor under this Lease, provided that the transferee or assignee expressly assumes all of Lessor's rights and obligations under this Lease and in the Building and Project.

50. Brokers. Lessor and Lessee acknowledge and agree that Bill Setliffe of Wood Properties, Inc. (the "Broker") is representing Lessor in this Lease. Lessor shall pay Broker pursuant to a separate agreement, such commission to represent all payment due Broker. Except for Broker, Lessee (i) represents and warrants to Lessor that it has not dealt with any broker, finder or listing agent in connection with this Lease, and (ii) agrees to indemnify, defend and hold harmless the Lessor from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising or resulting from any demand for a commission or other compensation made by a broker, finder or listing agent with whom Lessee has dealt or allegedly dealt.

51. Prohibited Transactions and Persons. (a) Lessee represents and warrants that: (i) Lessee and each person or entity owning an interest in Lessee is (x) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC List"), and (y) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Lessee constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), and (iii) Lessee has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any Executive Orders or regulations promulgated thereunder with the result that the investment in Lessee is prohibited by law or Lessee is in violation of law.

(b) Lessee hereby acknowledges and agrees that Lessee's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Lessee shall not knowingly permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

(c) In connection with this Lease or any proposed assignment of this Lease or sublease, Lessee shall, upon request by Lessor, provide to Lessor the names of the persons holding an ownership interest in Lessee or any proposed assignee or sublessee, as applicable, for purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001), as amended.

52. Counterpart Execution. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

53. Termination Right of Lessee. In the event that any contract or agreement between Lessee and any governmental agency or department for the State of Tennessee or Commonwealth of Virginia is canceled, not renewed or not funded (fully or partially) prior to the Expiration Date, Lessee may, at Lessee's option, elect to terminate this lease by providing Lessor with 120 days advance written notice of such election (the "Termination Period"), together with evidence of the governmental agency's cancellation, non-renewal or failure to fund. Notwithstanding anything contained in the Lease to the contrary, Lessee shall not be liable for any Rent remaining due and payable after the conclusion of the Termination Period. Lessee shall be responsible for surrender of the Premises by the expiration of the Termination Period set forth in Lessee's notice, all in accordance with the terms of this Lease. Lessor shall bear all costs and expenses of re-letting, including costs incurred by Lessor for brokerage fees, legal fees, alterations and repairs to the Premises, except for those repairs required to be made by Lessee under this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

LESSOR: BRANCH BANKING AND TRUST COMPANY

By: Bess Smith
Its: Asst. Vice President
Date: 5-8-2009

LESSEE: YOUNGWILLIAMS, PC

By: Robert L. Wells
Its: Chief Executive Officer
Date: 5/9/09

EXHIBIT A

3987.2 Square Feet

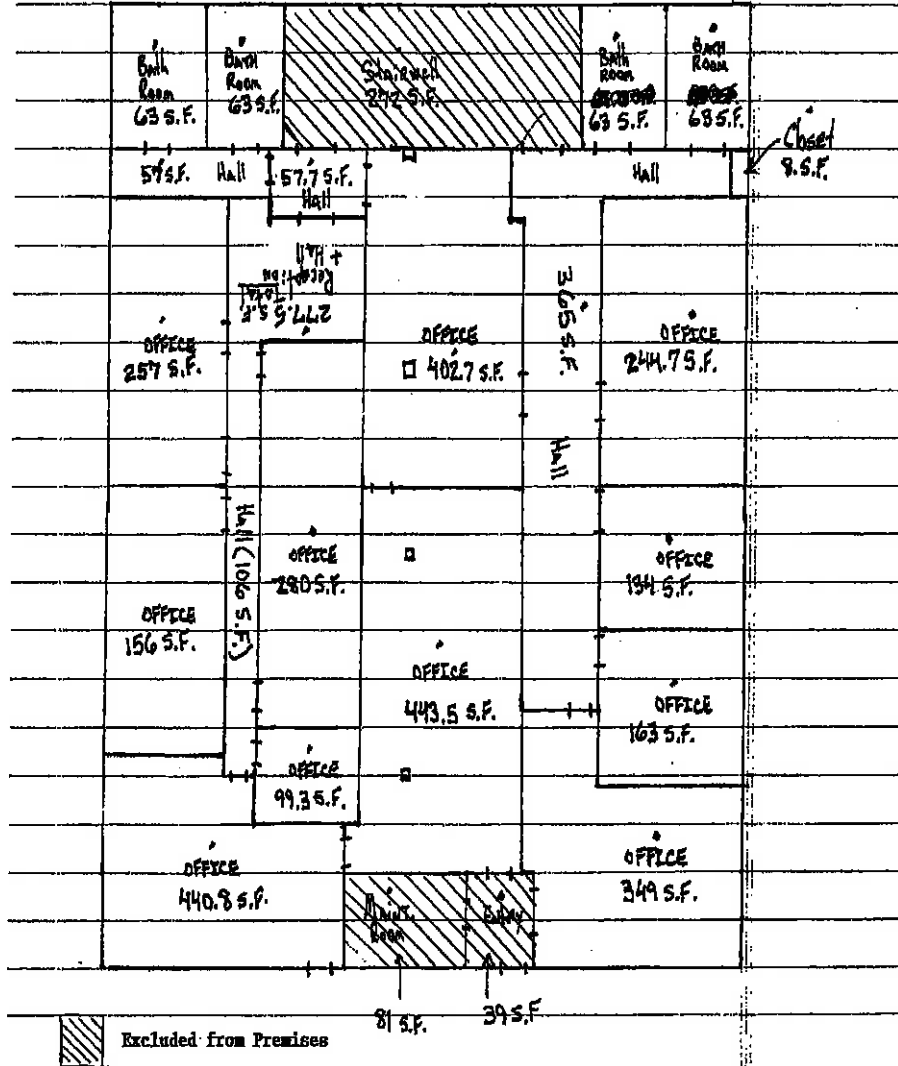



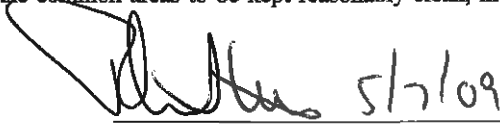
EXHIBIT "B"

Requirements for delivery of Premises:

1. Lessor shall, at Lessor's sole cost and expense, remove all paint cans, bricks, concrete bags, gas cans, and carpet rolls from the Premises prior to the Commencement Date.
2. Lessor shall allow all existing desks, chairs, lamps, and spare bulbs located in the Premises on the Commencement Date to remain on the Premises.
3. Lessor shall (i) cause the sidewalks and doorways around the entire perimeter of the Building to be kept clean at all times, (ii) cause all debris and/or litter to be picked up regularly, and (iii) cause the carpets in the common areas to be kept reasonably clean, in good condition and repair.



LESSOR
BRANCH BANKING AND TRUST
COMPANY



LESSEE
YOUNGWILLIAMS, PC


EXHIBIT "C"

RULES AND REGULATIONS


1. The entrances, lobby and other Common Areas shall be under the exclusive control of Lessor and shall not be obstructed or used by Lessee for any purpose other than their intended purposes.
2. Lessee shall not bring into the Premises or operate therein any engine, boiler, dynamo or machinery of any kind or carry on any mechanical operations in the Premises, or place any explosive therein, or use any kerosene oils or burning fluids therein, without first obtaining the written consent of Lessor.
3. If Lessee desires a safe for depositing valuables or securities, Lessor shall have the right to prescribe its weight, size and proper position. Nothing whatsoever shall be brought into the Building by Lessee, its agents, employees, or visitors which has a weight of more than 70 pounds per square foot, unless Lessor approves same and its proper position.
4. No nails are to be driven, the Premises are not to be defaced in any way, no boring or cutting for wires or other purpose is to be done, and no change in electric fixtures or other appurtenances of the Premises is to be made, without the prior written consent of Lessor.
5. If Lessee desires telephonic or telegraphic connections, Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring for wires will be permitted.
6. The Premises shall not be used for the purpose of lodging or sleeping rooms, nor in any way to damage the reputation of the Building and Lessee shall not disturb or permit the disturbance of other Lessees of the Building by the use of musical instruments or other noises, nor by any interference whatsoever. Nothing shall be placed or permitted upon the outside window sills.
7. No person or persons, other than employees of the Building, shall be employed by Lessee for the purpose of cleaning or taking care of the Premises without the written consent of Lessor. Any person or persons so employed by Lessee (with the written consent of Lessor) shall be subject to, and under the control and direction of Lessor in the use of the Building and its facilities.
8. Lessor shall have the right to exclude or eject from the Building animals of every kind, bicycles, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of Lessor, an annoyance to the Lessees or a detriment to the Building.
9. Two keys to the front door of the Premises and two keys to a designated Building entrance will be provided at no cost. A reasonable number of additional keys will be provided upon payment of fees therefor. No locks shall be placed upon any doors of the Premises without first obtaining the written consent of Lessor and furnishing Lessor with keys to same. Lessee will not permit any duplicate keys to be made (all necessary to be furnished by Lessor) Upon termination of this Lease, Lessee shall surrender to Lessor all keys to the Premises and Building. Lessee shall notify Lessor immediately if Lessee loses any keys to an entry door of the Building. Lessee shall pay all costs incurred by Lessor as a result of such loss, including but not limited to, the cost of re-keying the Building entry door(s) and providing new keys to existing Lessees of the Building
10. All persons entering or leaving the Building may be required to identify themselves to watchman by registration or otherwise, and to establish their right to enter or leave the building. If Lessee uses the Premises during business days after 6:00 p.m. or prior to 8:00

a.m., or on Saturdays, Sundays or holidays, it shall be responsible for locking the Building after entry or exit.

11. The toilet rooms, water-closets, and other water apparatus shall not be used for any purpose other than those for which they are intended and no sweepings, rubbish, rags or other injurious substances shall be placed therein. The cost of repair of any damage resulting from misuse or abuse by Lessee, its employees or guests shall be borne by Lessee.
12. Lessee may use the Premises at any time, without prior written notice to Lessor, including nights, weekends, or holidays. Notwithstanding the forgoing, Lessee agrees that Lessee may be required to pay to Lessor, as additional rental, the estimated cost of providing any utilities, heating and air conditioning, or other services required by Lessee during such time periods. If Lessee desires to operate the heating and air conditioning for the Premises on nights, weekends, or holidays, Lessor shall install (at Lessee's expense if not installed previously) an override control to permit such operation and to permit Lessor to determine the off hour usage for billing purposes.
13. Lessor reserves all vending rights.
14. Lessor will post on the directory of the Building one name, to be designated by Lessee at no charge. All additional names which Lessee shall desire posted upon said directory must be approved by Lessor, and if so approved a charge may be made for such listings.
15. If there are any glass entry doors to the Premises, Lessee must obtain Lessor's prior written approval, which Lessor may give or withhold in its sole discretion, of all furniture, interior finishes and other objects visible through such glass door(s).



LESSOR
BRANCH BANKING AND TRUST
COMPANY

 5/7/08

LESSEE
YOUNGWILLIAMS, PC