

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-04B-61181 DATE 12/12/12 PAGE 1 of 2

ADDRESS OF PREMISES
107 Hay Street, Suite 1, Fayetteville, NC 28301

THIS AGREEMENT, made and entered into this date by and between CEDAR CREEK CROSSING WEST, LLC

whose address is 101 HAY STREET, SUITE 2
FAYETTEVILLE, NC 28301-5649

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

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

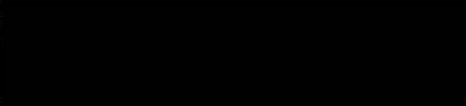
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Supplemental Lease Agreement (SLA) and the Notice to Proceed is issued for the NOT TO EXCEED amount of ~~\$378,154.92~~ ^{\$378,154.90} in accordance with the specifications detailed in **Exhibit "A" (Scope of Work dated 09/25/2012 and depicted on plans dated 9/12/12)**, attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

- I. The Lessor shall furnish all labor, materials, equipment, design, professional fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in **Exhibit "A" Scope of Work**". All work must be completed within **220** days from issuance of this Notice to Proceed.
- II. Lessor will be paid a lump sum payment in the amount of ~~\$207,872.63~~ ^{\$207,872.51} after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Exhibit "A" or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.


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

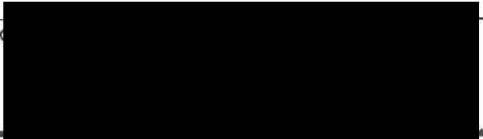
LESSOR

SIGNATURE		NAME OF SIGNER	11-29-12 John M. Tyson, Member/Manager
ADDRESS	101 Hay Street, Suite 2 Fayetteville, NC 28301-5649		

IN PRESENCE OF

SIGNATURE		NAME OF SIGNER	Kay R. Bowles
ADDRESS	101 Hay St. Ste 2 Fayetteville, NC 28301		

UNITED STATES OF AMERICA

SIGNATURE		NAME OF SIGNER	Alvin P Jackson
		OFFICIAL TITLE OF SIGNER	Lease Contracting Officer

JMT

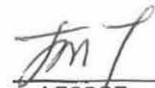

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- III. For payment purposes, all invoices shall be sent to: U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76012-0181 and Lessor's certified billing invoice shall reference the following **Payment Document Number PDN#**

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

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INITIALS:


LESSOR & 
GOVT