

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 02	TO LEASE NO. GS-04B-62396	DATE 9/30/13	PAGE 1 of 1
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ADDRESS OF PREMISES 434 Fayetteville Street; Raleigh, NC; 27601-2941

THIS AGREEMENT, made and entered into this date by and between **Phoenix Limited Partnership of Raleigh** whose address is 434 Fayetteville Street; suite 2066, Raleigh, NC; 27601-1701

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

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 1, 2013, as follows:

This Supplemental Lease Agreement (SLA) No. 1 has been prepared to issue acceptance of, and Notice to Proceed on Lessor's proposal. The Notice to Proceed is in accordance with the estimate provided by Capital Associates, dated August 13, 2013, to reinstall existing data/voice cables and to purchase and install 12 new Data cables and voice lines. This LA further accepts the Lessor's approved proposal dated August 13, 2012 in acceptance of the total amount [REDACTED]

Payment will be due only for items which are listed above in this LA, or requested in writing by the Contracting Officer.

The Lessor will be issued a lump sum payment, upon completion, inspection and acceptance of the scope of work by the Government. Payment is predicated on receipt of this signed LA, and a certified invoice at the time of work completion. All invoices shall be sent to: US General Services Administration, Finance Division - 7BCP 819 Taylor St. Fort Worth, Texas 76102-0181. The payment document code number _____, in the amount of 4,318 must be included with payment submittals. Upon said payment, all removable non-structural fixtures become property of the Government, and may be changed, relocated, and or removed from the leased premises by the Government.

The Lessor hereby waives all restoration rights for all areas affected by this alteration.

Except as modified by this Agreement, **All other 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 Supplemental Lease Agreements, the terms and conditions of this Agreement shall control and govern.**

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

LESSOR Argus Realty Investors

SIGNATURE <i>Phoenix Limited Partnership of Raleigh BY: [REDACTED] PROSPENC. 155 G.P. BY: [REDACTED] VICE President</i>	NAME OF SIGNER <i>Craig Shimomura, Vice President</i>
ADDRESS <i>5 Hutton Centre Dr. # 860 Santa Ana, CA 92707</i>	

IN PRESENCE OF

SIGNATURE [REDACTED]	NAME OF SIGNER <i>Timothy Nelson</i>
ADDRESS <i>5 Hutton Centre # 860 Santa Ana, CA 92707</i>	

UNITED STATES OF AMERICA

SIGNATURE [REDACTED]	<i>Elaine D. Peters</i> GSA Contracting Officer
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