



DEPARTMENT OF THE NAVY
ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511

TELEPHONE NO.

804-444-9055
IN REPLY REFER TO:

LO-87
241B1
15 MAY 1984

Mr. Richard McClain
Senior Vice President
First Citizens Bank and Trust Company
P.O. Box 151
Raleigh, North Carolina 27602

Dear Mr. McClain:

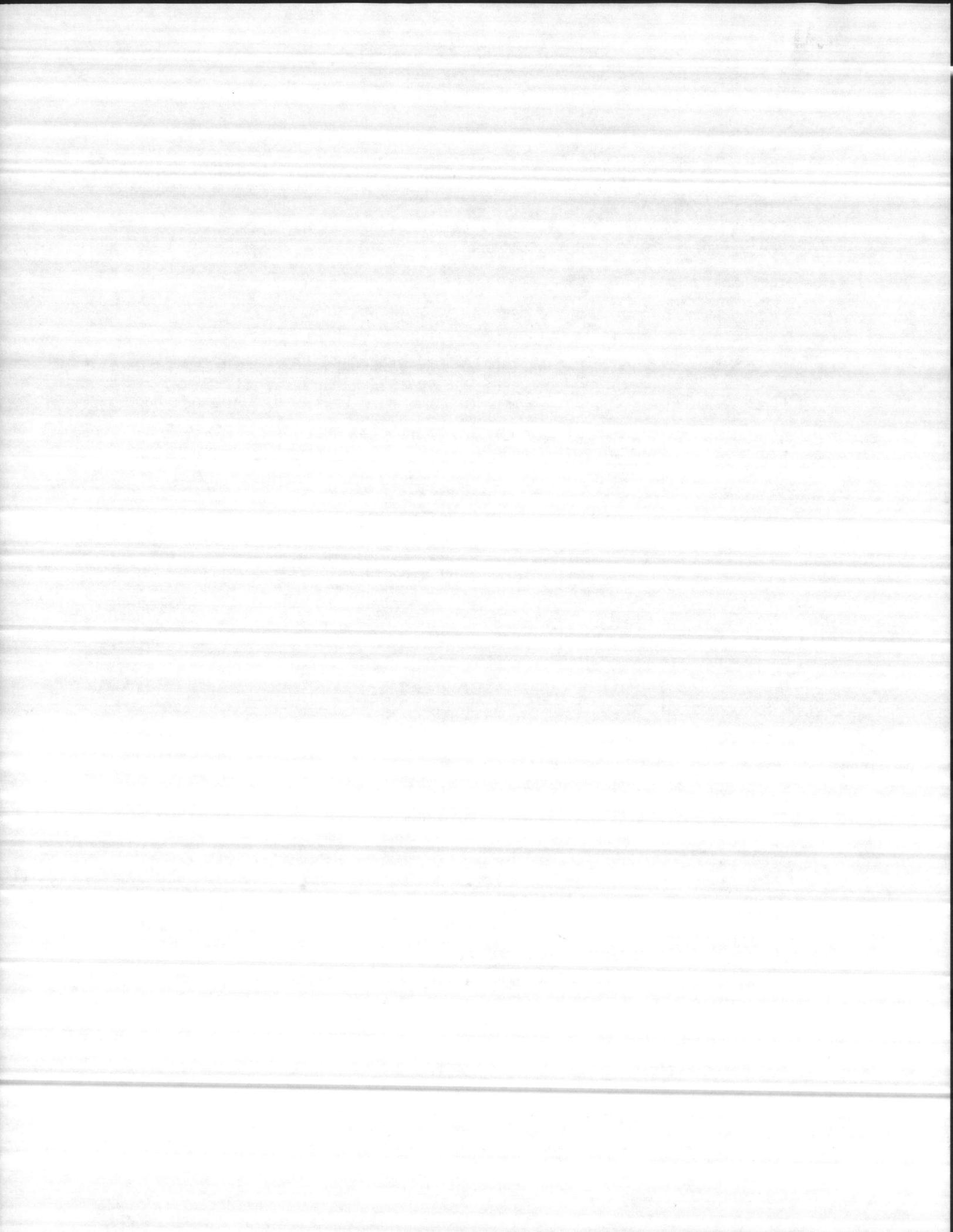
Enclosed for record purposes is a fully executed copy of Lease N62470-84-RP-00182 for operation of a branch bank office in Building No. 87, Marine Corps Base, Camp Lejeune.

Sincerely,

JAMES R. BURDEN
Acting Director
Real Estate Division
By direction of the Commander

Encl

Blind copy to:
→ MCB CAMP LEJEUNE
CMC (LFF-1)
NAVREGFINCEN WASHINGTON
NAVFACENCOM
NAVCOMPT (NCD4)



124 (10-72)
DOCKS 2597

DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE

CONTRACT NUMBER NF(R)

N62470-84-RP-00182

This Lease succeeds Contract NOY(R) PART I -61237

LEASE BETWEEN FIRST CITIZENS BANK AND TRUST COMPANY, a corporation organized under the laws of the State of North Carolina

(HEREINAFTER CALLED "LESSEE") AND THE UNITED STATES OF AMERICA (HEREINAFTER CALLED THE "GOVERNMENT"), CONSISTING OF THIS PART I, THE GENERAL PROVISIONS OF PART II OF GENERAL PURPOSE LEASE (NAFVAC 11011/24A), ATTACHED HERETO AND MADE A PART HEREOF, AND SUCH SPECIAL PROVISIONS AS ARE INCORPORATED BY ARTICLE 8 OF THIS PART I.

1. **LEASED PROPERTY:** UNDER THE TERMS AND CONDITIONS OF THIS LEASE, THE GOVERNMENT HEREBY LEASES TO THE LESSEE THAT PORTION OF THE Marine Corps Base, Camp Lejeune, North Carolina (HEREINAFTER CALLED THE "STATION") HEREINAFTER DESCRIBED, WHICH PORTION IS HEREINAFTER CALLED THE "LEASED PROPERTY": 1. All that area fronting on Holcomb Boulevard and designated, "Bank Site, 1.6 acres +" on Marine Corps Base, Camp Lejeune, North Carolina, P.W. Drawing No. 11215, entitled, "Land For Use By First Citizens Bank and Trust Co. Plat and Description" dated 29 Jan 1959.

AS DELINEATED ON THE MAP OF THE STATION, MARKED "EXHIBIT A", ATTACHED HERETO AND MADE PART HEREOF; together with Building No. 87 sited thereon.
TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

TOGETHER WITH THOSE ITEMS OF PERSONAL PROPERTY IDENTIFIED ON THE LIST, MARKED "EXHIBIT B", ATTACHED HERETO AND MADE PART HEREOF.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AND THE RIGHT, IN COMMON WITH OTHERS, TO THE USE OF ALL SUPPORTING FACILITIES, ROADWAYS AND/OR RAILROAD TRACKS SERVING THE LEASED PROPERTY TO THE EXTENT NECESSARY TO ENABLE LESSEE TO USE SAME FOR THE PURPOSES OF THIS LEASE.

~~ATTACHED HERETO AND MADE PART HEREOF IS A CONDITION REPORT, MARKED "EXHIBIT C", SIGNED BY REPRESENTATIVES OF THE GOVERNMENT AND LESSEE, WHICH SETS FORTH THE CONDITION OF EACH ITEM OF THE LEASED PROPERTY AS DETERMINED FROM THEIR JOINT INSPECTION THEREOF. will be completed and attached hereto.~~

2. **TERM:** THE TERM OF THIS LEASE SHALL BEGIN ON 4 May 1984 AND END ON 3 May 1989, UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE F OR G OF PART II HEREOF.

LESSEE MAY EXTEND THE TERM OF THIS LEASE FOR - NONE - ADDITIONAL PERIODS OF ONE (1) YEAR EACH BY DELIVERY TO THE LOCAL GOVERNMENT REPRESENTATIVE OF WRITTEN NOTICE OF ITS INTENTION TO EXTEND NO LATER THAN NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM; PROVIDED, NO EXTENSION SHALL BE GRANTED WHICH CREATES A TOTAL TERM IN EXCESS OF FIVE (5) YEARS.

3. **RENT:** LESSEE SHALL PAY THE GOVERNMENT AN ANNUAL RENTAL OF \$ NONE, PAYABLE - IN ADVANCE AT THE RATE OF \$ - PER -, IN CONFORMITY WITH THE PROVISIONS OF ARTICLE Y OF PART II HEREOF.

4. **EXPENDITURES FOR LONG TERM MAINTENANCE:** THE "MAXIMUM AMOUNT TO BE EXPENDED" FOR ITEMS OF LONG TERM MAINTENANCE FOR WHICH LESSEE ASSUMES AN OBLIGATION IN ARTICLE B OF PART II HEREOF IS \$ 12,800.04 PER ANNUM AND SHALL ACCRUE ON THE FIRST DAY OF EACH MONTH OF THE TERM OF THIS LEASE AT THE RATE OF \$ 1,066.67 PER MONTH.

5. **USE:** THE SOLE PURPOSE FOR WHICH LESSEE SHALL USE THE LEASED PROPERTY, IN THE ABSENCE OF PRIOR WRITTEN APPROVAL OF THE GOVERNMENT FOR ANY OTHER USE, IS THE FOLLOWING:
Banking facilities

6. **INSURANCE:** THE INITIAL MINIMUM AMOUNTS AND TYPES OF INSURANCE WHICH LESSEE SHALL PROCURE AND MAINTAIN ON THE LEASED PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE C OF PART II HEREOF ARE THE FOLLOWING:

FIRE AND EXTENDED COVERAGE		OTHER RISKS (Specify)	
100% of Replacement Cost		Type: NONE	\$
		Type:	\$
LIABILITY			
BODILY INJURY		PROPERTY DAMAGE	
\$ 100,000	per person	\$ 50,000	per accident.
	\$ 200,000		per accident

7. **PERFORMANCE BOND OR SECURITY:** TO SECURE THE FAITHFUL PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, LESSEE SHALL PROVIDE THE GOVERNMENT WITH EITHER: (a) COLLATERAL SECURITY IN THE FORM OF CASH OR NEGOTIABLE GOVERNMENT BONDS, OR (b) A PERFORMANCE BOND ISSUED BY A CORPORATE SURETY AND SATISFACTORY TO THE GOVERNMENT IN ALL RESPECTS, IN THE AMOUNT OF \$ NONE. IF THE GOVERNMENT SHALL AT ANY TIME DETERMINE THAT AN INCREASE IN THE AMOUNT OF SECURITY IS NECESSARY TO MAKE SAME COMMENSURATE WITH LESSEE'S OBLIGATIONS HEREUNDER, LESSEE SHALL FURNISH SUCH ADDITIONAL SECURITY PROMPTLY UPON REQUEST.

DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE
PART II

CONTRACT NUMBER
~~XXXXXX~~
N62470-84-RP-00182

GENERAL PROVISIONS

A. GENERAL MAINTENANCE OBLIGATION

Lessee, at its own expense, shall so protect, preserve, maintain and repair the Leased Property, that the same will at all times be kept in at least as good condition as when received hereunder, as reflected in the Condition Report incorporated by Article I of Part I hereof, subject, however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder.

B. LONG TERM MAINTENANCE OBLIGATION

(1) In addition to its general maintenance obligation under Article A, above, Lessee shall, at its own expense, perform such items of "Long Term Maintenance" (as hereinafter defined) as may from time to time be approved or directed by the Local Government Representative; *Provided*, the Lessee shall receive credit against the Maximum Amount to be Expended specified in Article 4 of Part I hereof for the "Actual Costs" incurred in the performance of said items upon the satisfactory completion of such performance; *Provided, further*, Lessee shall at no time be obligated hereunder to expend for Long Term Maintenance any amount in excess of the difference between:

- (a) the Maximum Amount to be Expended as accrued to such time, and
- (b) the total credits allowed against the Maximum Amount to be Expended up to that time.

Such difference is hereinafter called the "Current Obligated Maintenance Amount."

"Long Term Maintenance," as used herein, shall mean any item of protection, preservation, maintenance and repair of the Leased Property, or any part thereof, including property in which Lessee's right of use shall be in common with others, the recurrence of which is not anticipated within the twelve (12) month period following its completion. It shall in no event, however, include any item of protection, maintenance or repair which is solely incidental to Lessee's use of the property hereunder and which Lessee is obligated to perform by Article A above, or any other provision of this lease, such as, but not limited to, guard service, janitorial service, replacement of expendable items, garbage and trash collection or disposal, or clean-up work.

"Actual Costs" as used herein, shall mean the sum of: (a) direct labor costs, plus 10% thereof for incidental expenses for general supervision, administration and overhead, and (b) direct material costs, when Lessee has incurred such costs directly in the performance of any item of Long Term Maintenance approved or directed by the Local Government representative. When Lessee contracts with third parties for performance of any item of Long Term Maintenance, "Actual Costs," as used herein, shall mean the amount of such contracts as shall have been approved in advance by the Local Government Representative.

(2) Pending completion of performance and final determination of the actual costs of any item of Long Term Maintenance approved or directed as aforesaid, there shall be tentatively credited against the Maximum Amount to be Expended at the end of each month of the lease term an estimate of the actual costs incurred in the performance thereof, in order to facilitate administration of this lease and enable the Local Government Representative to properly direct the performance of Long Term Maintenance under this Article.

(3) If Lessee shall undertake the performance of any item of Long Term Maintenance at any time when the Current Obligated Maintenance Amount is insufficient to

allow credit for the actual costs thereof, such actual costs shall constitute a credit against the Maximum Amount to be Expended as that amount may subsequently accrue pursuant to the provisions of Article 4 of Part I hereof; *Provided, however*, that in the event of the expiration or termination of this lease prior to the allowance of such credit in whole or in part, Lessee shall make no claim against the Government on account of any difference between actual costs incurred and the Current Obligated Maintenance Amount as of the date of such expiration or termination of the lease, and such difference shall be at the sole cost and expense of Lessee.

(4) At the end of each year of the term the Current Obligated Maintenance Amount shall be carried forward to the succeeding year; *Provided, however*, that at any time the Local Government Representative shall so direct, Lessee shall pay the Current Obligated Maintenance Amount, in whole or in part, as cash rent in the manner prescribed by Article Y of this Part II.

(5) Within thirty (30) days from the expiration or prior termination of this lease, Lessee shall pay to the Government, in the manner prescribed by Article Y of this Part II, the Current Obligated Maintenance Amount as finally determined by the Local Government Representative.

(6) Lessee shall keep adequate records and books of account showing the actual cost to it of all items of labor, material, equipment, supplies, services, and other items of cost of any nature constituting an item of Actual Costs incurred by it directly in the performance of any item of Long Term Maintenance. The Lessee shall provide the Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times. All information obtained for said records and books of account shall be deemed confidential.

C. RISK OF LOSS-INSURANCE

(1) Lessee shall bear all risk of loss of or damage to the Leased Property arising from any cause whatsoever, with or without fault by Lessee; *Provided, however*, that Lessee's liability for any loss or damage resulting from risks expressly required to be insured against under the lease shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; *Provided, further*, that maintenance of the required insurance shall effect no limitation on Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees or invitees.

(2) Lessee shall procure and maintain, at its own expense, insurance on the Leased Property in such initial amounts and types as may exceed, but shall not be less than, the minimum amounts and types specified in Article 6 of Part I hereof. However, Lessee shall provide, maintain, change or discontinue such insurance as the Local Government Representative may from time to time require and direct; *Provided*, Lessee's liability for loss of or damage to the Leased Property is modified accordingly; *Provided, further*, that if any insurance requirement is so changed an equitable adjustment shall be made in the amount of the Rent or Maximum Amount to be Expended specified in Article 3 or 4 of Part I hereof so as to reflect any resultant savings or increased cost to Lessee.

(3) All insurance which this lease requires Lessee to carry on the Leased Property shall be in such form, for such amounts, for such periods of time and with such insurers as

SURRENDER

on the expiration of this lease or its prior termination, Lessee shall quietly and peacefully remove itself and its operations from the Leased Property and surrender the possession thereof to the Government; *Provided*, in the event the Government shall terminate this lease upon less than thirty (30) days notice, Lessee shall be allowed a reasonable period of time, as determined by the Local Government Representative, but in no event to exceed thirty (30) days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the Leased Property. During such period prior to surrender, all obligations assumed by Lessee under this lease shall remain in full force and effect; *Provided, however*, that if the Local Government Representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole or in part, any further accruals of Rent or Maximum Amount to be Expended between the date of termination of the lease and the date of final surrender of the Leased Property.

I. RESTORATION OF LEASED PROPERTY

Before the expiration or prior termination of this lease, Lessee shall restore the Leased Property and each item thereof to the condition in which it was received, as set forth in the Condition Report incorporated by Article I of Part I hereof, or to such improved condition as may have resulted from any improvement made therein by the Government or by Lessee during the lease term, subject however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder; *Provided*, in the event the Government shall terminate this lease upon less than thirty (30) days notice Lessee shall have thirty (30) days from receipt of notice of termination to accomplish such restoration.

J. INSTALLATIONS, ALTERATIONS AND REMOVALS

During the term of this lease, or any extension thereof, Lessee shall have the right, at its own expense, to install such of its own machinery and equipment, to make such minor improvements and additions and to attach such removable fixtures in or upon the Leased Property as may be necessary for its use of the Leased Property pursuant to this lease, and to remove same at any time prior to the expiration or termination of this lease or any extension thereof; *Provided*, that in the event of termination by the Government upon less than thirty (30) days notice Lessee may remove such items within thirty (30) days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by Lessee and may be used or disposed of by the Government in any manner whatsoever without any liability to account to Lessee therefor, but such abandonment shall in no way reduce any obligation of Lessee for restoration under Article I of this Part II.

It is expressly agreed and understood that Lessee will make no substantial alterations, additions or betterments to or installations upon the Leased Property without the prior written approval of the Local Government Representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this Lease. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments and installations made by Lessee shall become the property of the Government when annexed to the Leased Property or any part thereof.

K. INDEMNIFICATION BY LESSEE— GOVERNMENT NON-LIABILITY

Lessee covenants that it will indemnify and save and hold harmless the Government, its officers, agents and

employees from and from any and all liability or claims for loss of or damage to any property owned by or in the custody of Lessee, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair or Lessee's use and occupancy of the Leased Property, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of Lessee, its officers, agents, servants or employees.

L. UTILITIES AND SERVICES

In the event that the Government shall furnish Lessee with any utilities and services maintained by the Government which Lessee may require in connection with its use of the Leased Property, Lessee shall pay the Government the charges therefor in addition to the cash rent required under this lease. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. It is expressly agreed and understood that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to Lessee.

M. LIENS

Lessee shall promptly discharge or cause to be discharged any valid lien, right *in rem*, claim or demand of any kind, except one in favor of the Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

N. ACCESS

The Government shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by Lessee, including, but not limited to, the purpose of inspection.

O. STATE AND LOCAL TAXES

In the event that as a result of any future Act of Congress, subjecting Government-owned property to taxation, any taxes, assessments or similar charges are imposed by State or local authorities upon the Leased Property (other than upon Lessee's possessory interest therein), Lessee shall pay the same when due and payable and this lease shall be renegotiated so as to accomplish an equitable reduction in the amount of the Rent or Maximum Amount to be Expended specified in Article 3 or 4 of Part I hereof, which reduction shall in no event exceed the amount of such taxes, assessments, or similar charges; *Provided*, in event the parties hereto are unable to agree within ninety (90) days from the date of the imposition of such taxes, assessments, or similar charges, upon a rental which in the opinion of the Local Government Representative constitutes a reasonable return to the Government on the Leased Property, the Local Government Representative shall have the right to determine the amount of the rental, which determination shall be binding on Lessee, subject to appeal as a dispute in accordance with the provisions of Article P of this Part II.

P. DISPUTES

(a) Except as otherwise provided in this lease, any dispute concerning a Question of fact arising under this lease which is not

enter into such litigation to protect the interests of the United States.

(2) Convict Labor

In connection with the performance of work required by this lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

(3) Contract Work Hours Standards Act (40 U.S. Code 327-330)

This lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours Standards Act and to all other provisions and exceptions of said law:

(a) The Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

V. GOVERNMENT RULES AND REGULATIONS

Lessee shall comply with such rules and regulations regarding station security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the Local Government Representative or by the Commanding Officer of the Station.

W. USE IN PERFORMANCE OF GOVERNMENT CONTRACTS

Lessee shall notify the Local Government Representative promptly whenever the use of the Leased Property in the

performance of Government contracts changes so as to utilize 75 per cent or more of the total capacity thereof, and conversely whenever such use changes so as to utilize less than 75 per cent of such capacity.

X. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this lease shall be of any effect unless in writing. All notices required under this lease shall be addressed to Lessee, or to the Local Government Representative, as may be appropriate, at the addresses thereof specified in this lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

~~V. PAYMENTS~~

~~All payments to the Government required under this lease shall be made by check or postal money order made payable to the Department of the Navy and delivered to the Local Government Representative.~~

Z. INTEREST

Notwithstanding any other provision of this lease, unless paid within thirty (30) days, all amounts that become payable by the Lessee to the Government under this lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this lease. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this lease; (ii) the date of the first written demand for payment, consistent with this lease, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease amendment.

AA. ADMINISTRATION

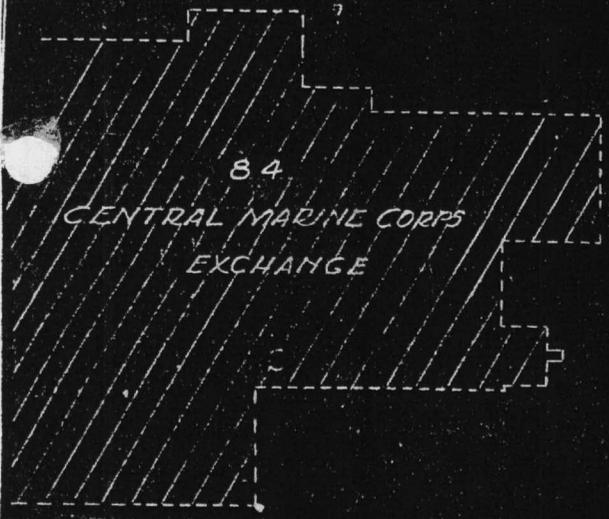
The Local Government Representative specified in Article 12 of this lease shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of this lease, and shall exercise full supervision and general direction thereof insofar as the interests of the Government are affected.

DESCRIPTION

From the Center line intersection of Holcomb Boulevard and Fir Street also being further located by North Carolina Grid Coordinates, North 338 E. 2,498,809.5; Proceed N. 41°34'-20" W., being the Center Line of Fir Street extended, a distance of 65 feet to Point of Beginning, said point being in the westerly right of way line and 65 feet from the Center of Holcomb Boulevard; thence along said right of way line N. 48°25'-40" E. a distance of 40 feet to a point; thence N. 41°34'-20" W. a distance of 330 feet to a point; thence S. 48°25'-40" W. a distance of 212 feet to a point, said point being edge of existing asphalt pavement on parcel; thence S. 41°34'-20" E., a distance of 330 feet to a point, said point being in the westerly right of way line of Holcomb Boulevard; thence with said right of way line N. 48°25'-20" E., a distance of 172 feet to the Point of Beginning. Said Plot Contains 1.6 Acres more or less. Bearings referred to are North Carolina State Grid Bearings.

LEGEND

----- Proposed Boundary Line



S. 48°25'-40" W. 212'

BANK SITE
1.6 ACRES ±

S. 41°34'-20" E. 330'

N. 41°34'-20" W. 330'

Asphalt Parking Lot

3' Water
BASEBALL

12' Water

N. 48°25'-20" E. 172'

N. 48°25'40" E

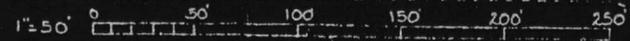
HOLCOMB

BOULEVARD

Point of Beginning

GUM ST.

FIR ST. N. 41°34'-20" W.



GRAPHIC SCALE

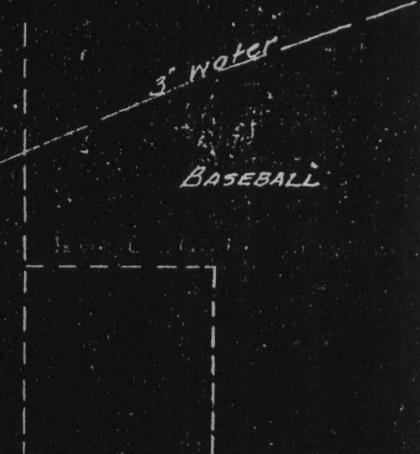
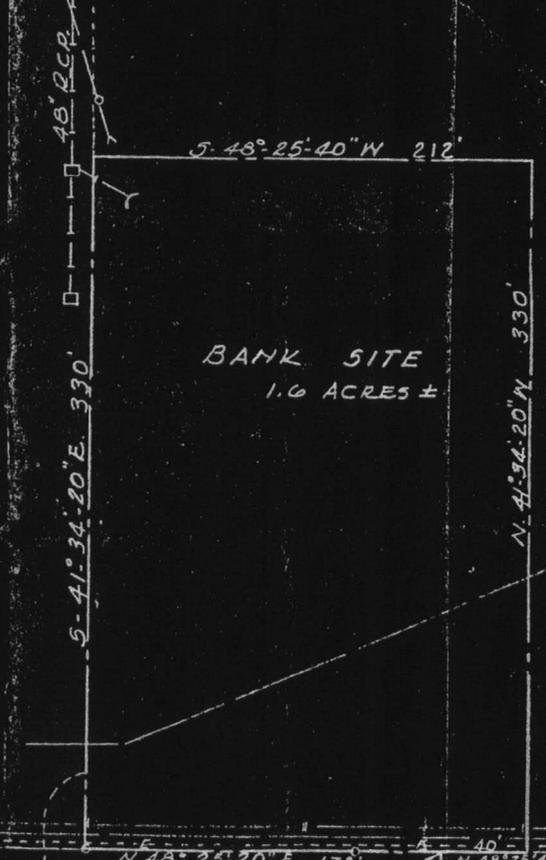
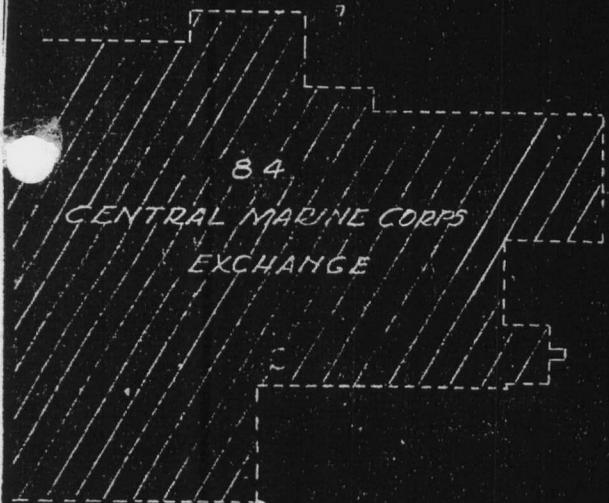
P. W. DRAWING NO. 11215	MARINE CORPS BASE CAMP LEJEUNE, NORTH CAROLINA
DESIGNED BY DRAWN BY TRACED BY CHKD BY SUPV BY DIR DES BY	LAND FOR USE BY FIRST CITIZENS BANK & TRUST CO.
APPROVED	PLAT AND DESCRIPTION
APPROVED 27 Jan 53 THE QUARTERMASTER GENERAL OF THE MARINE CORPS	APPROVED PUBLIC WORKS OFFICER
SCALE 1" = 50'	SHEET 1 OF 1 NO 7653

DESCRIPTION

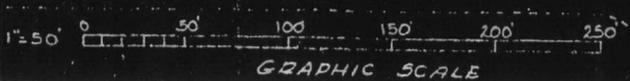
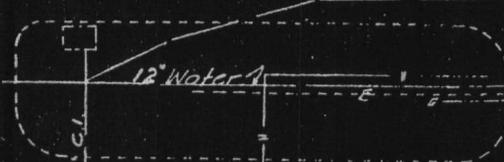
From the Center line intersection of Holcomb Boulevard and Fir Street also being further located by North Carolina Grid Coordinates, North 338 E. 2,498,809.5; Proceed N. 41°34'-20"W., being the Center Line of Fir Street extended, a distance of 65 feet to Point of Beginning, said point being in the westerly right of way line and 65 feet from the Center of Holcomb Boulevard; thence along said right of way line N. 48°25'-40" E. a distance of 40 feet to a point; thence N. 41°34'-20" W. a distance of 330 feet to a point; thence S. 48°40' W. a distance of 212 feet to a point, said point being edge of existing asphalt pavement on parcel; thence S. 41°34'-20" E., a distance of 330 feet to a point, said point being in the westerly right of way line of Holcomb Boulevard; thence with said right of way line N. 48°25'-20" E., a distance of 172 feet to the Point of Beginning. Said Plot contains 1.6 Acres more or less. Bearings referred to are North Carolina State Grid Bearings.

LEGEND

----- Proposed Boundary Line



Asphalt Parking Lot



P. W. DRAWING NO. 11215	MARINE CORPS BASE CAMP LEJEUNE, NORTH CAROLINA
DRAWN BY <i>John P. Blum</i>	LAND FOR USE BY FIRST CITIZENS BANK & TRUST
CHKD BY <i>J. P. Blum</i>	PLAT AND DESCRIPTION
SUPV. BY <i>J. P. Blum</i>	
DIR. DES. BY <i>J. P. Blum</i>	
APPROVED THE QUARTERMASTER GENERAL OF THE MARINE CORPS	APPROVED <i>J. P. Blum</i> PUBLIC WORKS OFFICER
	SCALE 1"=50' SHEET 1 OF 1 YOU DWS NO 7653

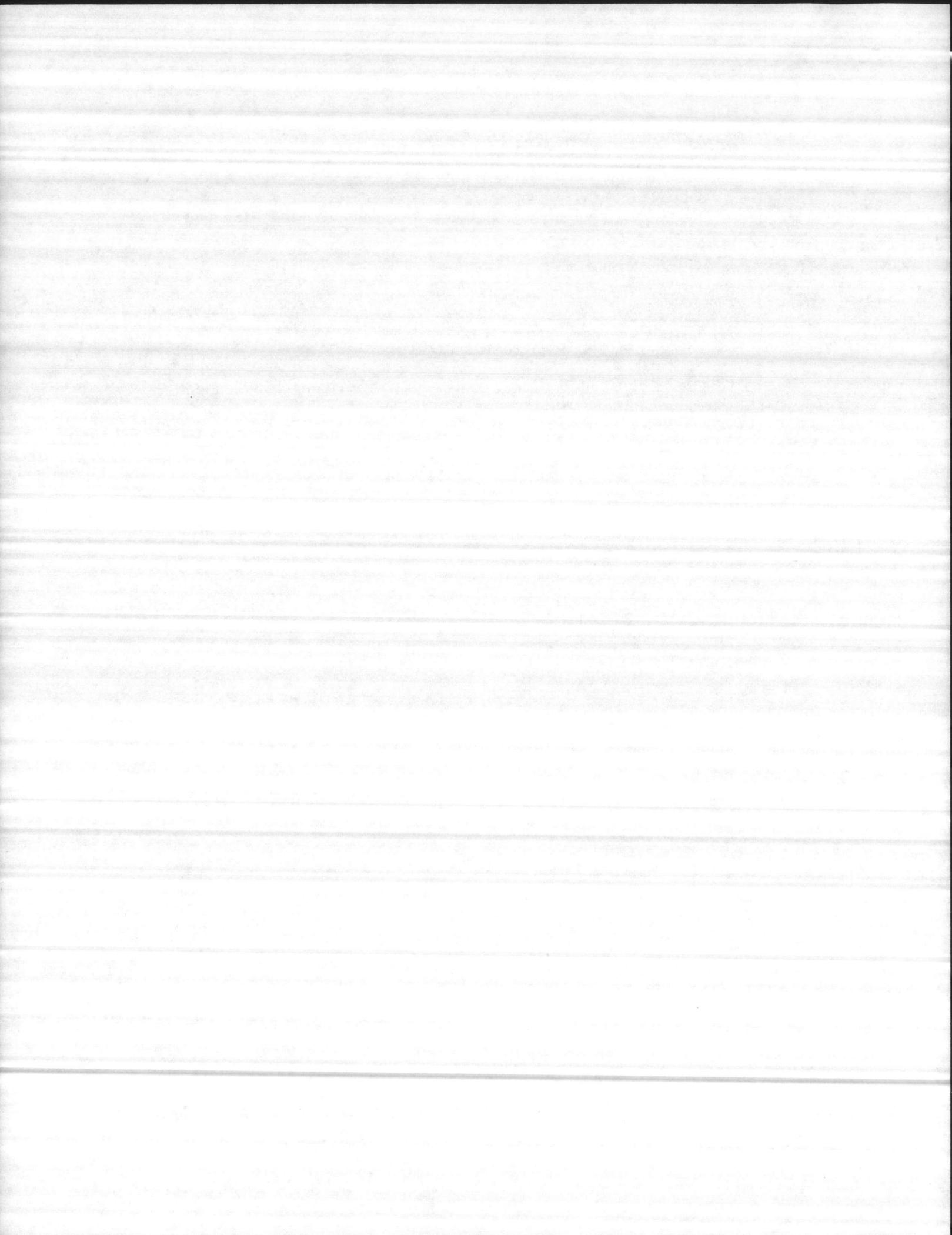
1. Government-owned personal property provided to LESSEE:

a. None

2. LESSEE-owned real/personal property used in conjunction with this Lease:

Vault doors, complete with frames and vault door trim, individual teller lockers, security lockers, cash lockers, safe deposit boxes, vault partitions and all vault equipment, night depository and related equipment, bank signs, teller counters and automatic teller machines, even though same may be attached to the realty.

Title to the aforesaid property shall remain in the LESSEE upon the expiration or prior termination of the Lease.



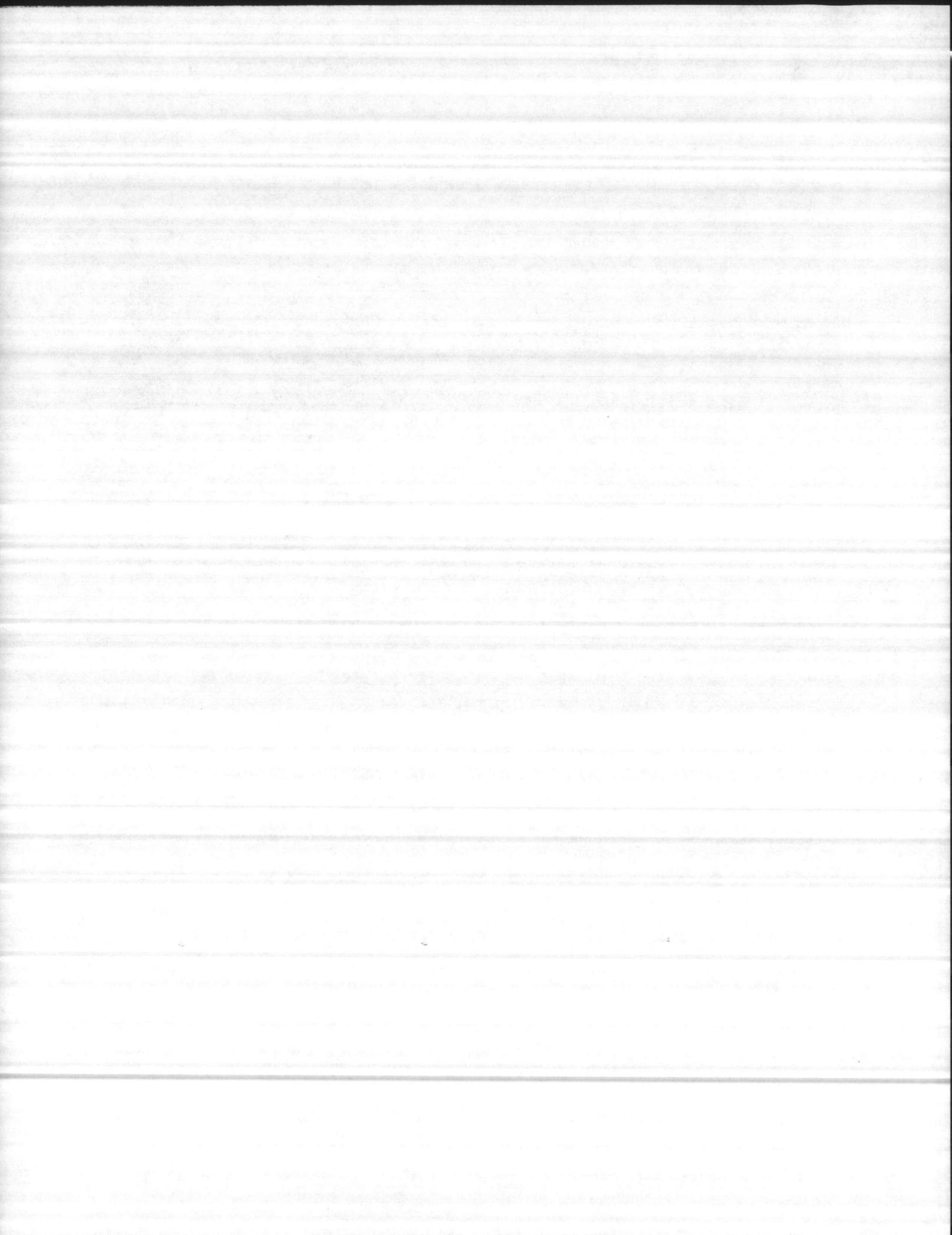
CERTIFICATE OF SIGNATURE

I, DONALD H. CARPENTER, certify that I am the
ASST. SECRETARY of the FIRST CITIZENS BANK AND TRUST CO
(Title) (Organization)
named as Licensee in the attached license; that RICHARD M. MCCAIN
(Name)
who signed said license on behalf of the Licensee was then SENIOR VICE PRES.
(Title)
_____ thereof; that said license was duly signed for and on
behalf of said FIRST CITIZENS BANK AND TRUST CO by authority of its
governing body and is within the scope of its powers.

Date: 4.21.84

Donald H. Carpenter

(SEAL)



MODIFICATION AGREEMENT NO. 4 TO LEASE NOy(R)-61237

THIS FOURTH MODIFICATION AGREEMENT, made and entered into as of the 24 day of August, 1983, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, and the FIRST CITIZENS BANK AND TRUST COMPANY, a corporation organized under the laws of the State of North Carolina, hereinafter called LESSEE,

W I T N E S S E T H:

WHEREAS, by Lease NOy(R)-61237 dated 4 May 1959 the GOVERNMENT granted the LESSEE use of 1.6 acres at the Marine Corps Base, Camp Lejeune, North Carolina, for a term of twenty-five (25) years, upon which the LESSEE constructed, maintains and operates a commercial branch bank; and

WHEREAS, by Modification Agreements 1, 2 and 3 the GOVERNMENT provided space for a part-time teller window in Building 84 and land with a building thereon in the Courthouse Bay area for a part-time teller window; and

WHEREAS, the LESSEE has requested and the parties hereto have agreed to further modify Lease NOy(R)-61237 to provide for the inclusion of automatic teller machines as LESSEE-owned equipment for which title will not pass to the GOVERNMENT at the expiration or prior termination of the Lease.

NOW, THEREFORE, for and in consideration of the Premises, the parties hereto do mutually agree one with the other, that Lease NOy(R)-61237 is modified as follows:

1. Article 9, Section C of the Lease is deleted in its entirety and the following substituted therefor:

"C. Upon expiration or prior termination of this lease, title to all installations, improvements, alterations and betterments made by the LESSEE upon the Premises shall pass to the GOVERNMENT without payment of any consideration; Provided, however, for the purposes



of this paragraph the terms, "installations, improvements, alterations, or betterments" shall not include the following listed property:

Vault doors, complete with frames and vault door trim, individual teller lockers, security lockers, cash lockers, safe deposit boxes, vault partitions and all vault equipment, night depository and related equipment, bank signs, teller counters, and automatic teller machines, even though same may be attached to the realty.

Title to the aforesaid listed property shall remain in the LESSEE upon the expiration or prior termination of this Lease."

Except as modified above, all other terms and conditions of Lease NOy(R)-61237, as previously modified, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Modification Agreement to be executed on their behalf by their duly authorized representative as of the date hereinabove written.

UNITED STATES OF AMERICA

By

J. Emery Nichols
J. EMERY NICHOLS, Director, Real Estate
Division, Atlantic Division, Naval
Facilities Engineering Command, Norfolk,
Virginia 23511

FIRST CITIZENS BANK AND TRUST COMPANY

By

Title:

Penumbra
Senior Vice Pres

(SEAL)



I, DONALD H. CARPENTER, certify that I am the
ASSISTANT SECRETARY of the corporation named as
LESSEE in the attached Modification Agreement; that _____
R.M. McCloid who signed said Modification Agreement on
behalf of the LESSEE, was then SENIOR VICE PRESIDENT of said
corporation; that said Modification Agreement was duly signed for
and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

By Donald H. Carpenter
Title ASSISTANT SECRETARY

