

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-03P-LVA00094
ADDRESS OF PREMISES: Bridgeway Technology Center II 7021 Harbour View Blvd Suffolk, VA 23435-2869	PDN Number: PS0041511

THIS AMENDMENT is made and entered into between
Continental-HarbourView Associates, LLC

whose address is: 11010 Jefferson Avenue
Newport News, VA 23601-2717

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


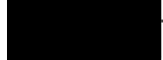
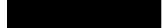
WHEREAS, the parties hereto desire to amend the above Lease to issue Notice to Proceed (NTP) for requested change orders.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- A. This Lease Amendment (LA) formally and officially issues Notice to Proceed (NTP) in the amount of \$67,414.73 or the below outlined change orders.

Change Order 12: New Casework Design, accessory relocation, added data/communication outlets & cabling to include the build-out of the IT room, cabinet locks and window blind cleats.

The total negotiated cost for the installation, which includes fees, is \$67,414.73 and is broken down as follows:

 - Cost of Replacement
 - General Conditions, WMJ Overhead, License and Fees
 Lessors Overhead and Profit Fee (7%)


Notice to Proceed issued in the amount of: \$67,414.73**

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: C. J. Skip Smith
Title: Manager
Entity Name: Continental-Harbour View Associates, LLC
Date: 7/9/18

FOR THE GOVERNMENT:

Signature: 
Name: Samantha Poole
Title: Lease Contracting Officer
GSA Public Buildings Service
Date: 7/12/18

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Bryan C. Witt
Title: Development Manager
Date: 7/9/18

****Of which \$16,670.73 will be paid in TI and the remaining will be paid via lump sum as stipulated below.**

- B. Due to the Government approved changed orders listed above, the summary of Tenant Improvement costs, per Lease Amendment (LA) Number 4, has been modified as shown below:

Paragraph 1.08 - Tenant Improvement Rental Adjustment, Section A, is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"The Government, at its sole discretion shall make all decisions as to the use of the Tenant Improvement Allowance (TIA). The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the remaining TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term of the lease. The remaining TIA is \$31,918.05 and \$16,670.73 will be used towards the cost of Change Order No. 12. GSA will be allocating of \$50,744.00 for the remaining cost and shall be paid to the Lessor via a onetime lump sum payment from the Government, upon acceptance of the space by the Government

Payment of the remaining TIA shall commence upon completion of the authorized improvements approved by the Lease Contracting Officer. In accordance with this paragraph, the final amount of TIA expended shall be amortized in the rent of the remainder firm term of the lease at an annual interest rate of 7%."

This serves as Notice To Proceed for Change Order #12:

- C. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$50,744.00 for the tenant improvement onetime lump sum shall be forwarded to:

General Services Administration
Greater Services Southwest Region (7BC)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Building Service
Real Estate Acquisition Division
South Branch - 3PR
Attn: Samantha Poole, Lease Contracting Officer
100 S. Independence Mall West
Philadelphia, PA 19106

For an invoice to be considered proper, it must:

1. Be received after the execution of this Lease Amendment No. 5.
2. Reference the Pegasys Document Number (PDN) PS0041511 specific on page one of this Lease Amendment,
3. Include a unique, vendor-supplied, invoice number,
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:


LESSOR

&


GOVT