

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-03P-LVA12160
ADDRESS OF PREMISES RIVERS BEND EAST OFFICE & TECHNOLOGY CENTER 13203 NORTH ENON CHURCH ROAD CHESTER, VIRGINIA 23836-3122	PDN Number: PS0030013

THIS AMENDMENT is made and entered into between

whose address is: 13203 North Enon Church Road
Chester, Virginia 23836-3122

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 for the [REDACTED] additional scope of work and invoicing instructions for the work to be paid lump sum.**

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 2/1/2015 as follows:

A. Lease GS-03P-LVA12160, Lease Amendment Number 2, Paragraph A is revised by deleting the existing text in its entirety and inserting in lieu thereof the following:

The Tenant Improvement Cost is \$1,928,152.92, of which \$1,127,375.50 shall be amortized in the rent over sixty (60) months at an interest rate of four (4%), and \$800,777.42, shall be paid to the Lessor via a one-time lump sum payment, upon inspection and acceptance of the space by the Government. The Lessor shall furnish and provide all labor, materials, material handling, tools, equipment, equipment testing, services, and associated work to install, complete and maintain said work outlined in Lease GS-03P-LVA12160, the Construction Drawings dated November 20, 2014 and Construction Drawings C-notes dated February 3, 2015 (incorporated via reference).

B. The total tenant improvement costs of \$1,928,152.92, is detailed as follows:

This Lease Amendment contains 8 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:

[REDACTED SIGNATURE]

Signature:

Name:

Title: Managing Partner

Entity Name: Rivers Bend East Office Group, Tech Center 1, LLC

Date: 3/5/15

FOR THE GOVERNMENT:

[REDACTED SIGNATURE]

Signature:

Name:

Title: GSA, Public Buildings Service, READ

Date: 3/6/2015

WITNESSED FOR THE LESSOR BY:

[REDACTED SIGNATURE]

Signature:

Name:

Title: Financial Manager

Date: 3/5/15

The following is a list of [REDACTED] Scope Changes that have been removed from the original Tenant Improvement TICs table amount for trade costs only of: \$1,542,989.99 - these costs are listed without GC and Lessor mark-ups:

1. VWC for all office and core walls - [REDACTED] 0 - Deduct from original Tenant Improvement Costs/TICS Table/Division 9 and Lease Amendment #1)

Deductions of: [REDACTED]

Revised Trade Costs of: [REDACTED]

The following is a list of the [REDACTED] Scope Changes that have been added to the revised total trade costs of: [REDACTED] - these costs are listed without GC and Lessor mark-ups:

1. Pendant Lighting Option #3 - [REDACTED]
2. VWC Addition [REDACTED]
3. Add "walk-off" style carpet to each of the new elevators and "man-lock" areas (new space) - [REDACTED]
4. Garbage Disposal & Ice-maker Hook-ups (new space), fully installed and operationally (power & plumbing) - [REDACTED]

Revised Total Trade Costs of: \$1,563,805.24

The total trade costs of \$1,563,805.24 assessed with a 10% General Contractor Fee is a total construction cost of: \$1,720,185.76. The Architectural & Engineering Fees of \$65,000.00 and Other Lessor Costs Established Under the Lease/General Conditions Fee (4 % of Total Subcontractor's Costs) of \$68,807.43 are added for total Lessor's Cost of \$1,853,993.19. This amount including the Lessor's Project Management Fee of 4%, provides for a total price to the Government of \$1,928,152.92.

The following two options outline in Lease Amendment #2 shall not be pursued by the Government:

1. Replace building owner locks with [REDACTED]
 2. Painting of 20,000 SF (first floor) - [REDACTED]
- C. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$800,777.42 shall be forwarded to:

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

A copy of the invoice must also be mailed to the Lease Contracting Officer (prior to sending to GSA Finance) at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191
ATTN: Jean Starr Forcinito (3PRSR)

For an invoice to be considered proper, it must:

1. Be received after the execution of this Lease Amendment,
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number,

INITIALS:

RWS
LESSOR

&

JST
GOVT

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.

- D. Lease GS-03P-LVA12160, Page 21, Lease Paragraph 3.45, first sub-paragraph B is deleted in its entirety.
- E. This lease amendment incorporates the [REDACTED] scope of work dated June 27, 2014, which supersedes the scope of work contained in the lease.

INITIALS: RM & JG
LESSOR GOVT