

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

8/31/92

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 03B-20068

ADDRESS OF PREMISES

116 Lakeview Parkway
Suffolk, Virginia

THIS AGREEMENT, made and entered into this date by and between

SEABAT I, Limited Partnership
whose address is 150 Boush Street
Norfolk, Virginia

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

WHEREAS, the parties hereto desire to amend the above Lease. *

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective with full execution, as follows:

*"Amend the Lease: to change the Payee, to clarify the lease renewal options, to reflect the elimination of 228 parking spaces, and to establish various fees for extra costs due the Lessor and credits due the Government.

1. Paragraph 3 of the Standard Form 2 of the Lease is deleted in its entirety and the following text is inserted in lieu thereof: "3. The Government shall pay the Lessor annual rent of (See Lease Rider Paragraph 13) at the rate of (See Lease Rider Paragraph 13) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: First Union Mortgage Corporation, Attn: Income Property Division Loan Number CL 550420, P.O. Box 2991, Raleigh, North Carolina 27602-2991."

2. Paragraph 11(C) of Supplemental Lease Agreement No. 1 is deleted in its entirety and Paragraph 5 of the Lease Standard Form 2 is reinserted to read as follows: "This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

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 above date.

[Redacted Signature]

General Partner

President

Thomas E. Robinson (Signature)

(Title)

IN PRESEN

[Redacted Signature]

150 Boush Street, Suite 300
Norfolk, Virginia 23510

(Address)

U

[Redacted Signature]

Division, Shenandoah Branch

Contracting Officer

BY

(Signature)

(Official Title)

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One (1) five (5) year period provided notice be given to the Lessor at least one hundred eighty (180) days before the end of the original lease term. The rental shall be as stated in the original lease plus all escalations provided the Lessor during the original term. All other terms and conditions shall remain the same."

3. PROPOSAL FOR ADJUSTMENT NO. 1 - Reference is made to Lease Rider Paragraph 6B. The number of parking spaces is hereby reduced from 1228 to 990, a reduction of 238 spaces. The area of these spaces shall not be paved but shall be grass covered. This matter is agreed to in accordance with the pricing and credits to the Government in the Lessor's letters of June 9 & 11, 1992 and July 2, 1992 and the CMMS letter of June 30, 1992 including the SITE PLAN, GEOMETRICS as revised June 6, 1992, with supporting cost documentation attached thereto. The revised breakdown of the spaces is: 1 boat space; 26 handicapped spaces; and 963 typical spaces.

PROPOSAL FOR ADJUSTMENT NO. 1 - Costing Summary.

A. Construction Credit (Martone letter of June 19, 1992)	\$(30,111.00)
B. Redesign Impact	6,081.00
C. Development Impact (5% of A)	<u>1,505.55</u>
D. Credit Due Government	\$(22,524.45)

NOTE: It is understood that the Lessor may be entitled to a fair and equitable increase in Operating Costs for the additional lawn care as a result of this action. The Lessor is required to submit the additional Operating Costs, broke out by line items in sufficient detail to allow for a required analysis, prior to granting an increase in Operating Costs.

CREDIT ACCOUNT UPDATE:

SUPPLEMENTAL LEASE AGREEMENT NO. 1	- \$37,000.00
SUPPLEMENTAL LEASE AGREEMENT NO. 2	- <u>22,524.45</u>

TOTAL CREDITS DUE GOVERNMENT	\$59,524.45
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Initials: _____



_____ Present



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4. FEES - The following additional payments shall be due the Lessor for work requested by the Government that is not provided for in the Lease.

DESIGN CHANGE ORDERS: Based on an hourly basis plus 10% of the total cost for services of consultants.

CONTRACTOR CHANGE ORDERS: 7.5% plus 7.5% (overhead & profit) of the total cost of construction for approved projects.

DEVELOPMENT IMPACT: The following scale shall prevail for approved projects, and shall be based on the total of the design and construction costs:

Up to \$50,000	- 10%
Up to \$100,000	- 8%
Up to \$150,000	- 6%
Over \$150,000	- 4%

The following additional payments shall be due the Lessor resulting from credits due the Government:
WHEN A CREDIT IS DUE THE GOVERNMENT AS A RESULT OF A CHANGE INITIATED BY THE GOVERNMENT:

DESIGN EXPENSES: Based on an hourly basis plus 10% of the total cost for services of consultants.

DEVELOPMENT CHARGES: Lessor shall be entitled to 5% of the total savings of actual construction costs.


WHEN A CREDIT IS DUE THE GOVERNMENT AS A RESULT OF A CHANGE INITIATED BY THE LESSOR:

DESIGN EXPENSES: Based on an hourly basis plus 10% of the total cost for services of consultants.


DEVELOPMENT CHARGES: Lessor shall be entitled to 3% of the total savings of actual construction costs.

THIS AGREEMENT CONTAINS 3 PAGES

Initials: _____



Lessor



Government