

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 7

1/26/93

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 03B-20068

ADDRESS OF PREMISES

116 Lakeway Parkway
Suffolk, Virginia

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

whose address is SEABAT I, Limited partnership
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, see below.

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

1. Reference is made to Section 2.3.6 of the Lease, being titled "Electrical Considerations" and specifically the sub-paragraph titled "Emergency Power" on Page 113. By way of clarification it is hereby stated that the ownership of the emergency generator is vested in the Lessor. This is considered to be fair compensation for the fact that the Lessor shall bear the cost of relocating the unit to the new building, installing and maintaining the unit, and it shall therefor be considered as CFCI. Any prior or subsequent mention in the Lease of this generator being GFCI shall be considered as reading CFCI.

2. Reference is made to the Lessor's revised Proposal for Adjustment #26 dated December 3, 1992, for the deletion of an RFI Enclosure. For purposes of accounting of outstanding Lease debit and credits the Government shall incorporate the offered credit of \$162,000.00.

CREDITS TO THE GOVERNMENT:

PER SLA #2 \$ 59,524.45
PER SLA #6 ~~34,718.00~~ 32,718.00 *JB M*
PER ABOVE 162,000.00

REVISED TOTAL CREDITS: \$ ~~256,242.45~~ 254,242.45 *JB M*

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.

Robinson Development Group, Inc.,

President

(Title)

150 Boush Street, Suite 300
Norfolk, VA 23510

(Address)

IN PRESENCE OF

UNITED STATES OF AMERICA

andoah Branch

BY

Contracting Officer

(Official Title)

Supplemental Lease Agreement No. 7
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NOTE: By this action the Government agrees that \$162,000.00 is the minimum credit due on this Adjustment. Further by inclusion of the \$162,000.00 in the Revised Total Credits it shall not be interpreted as final agreement by the Government that this amount is deemed to be appropriate at this point in time, and the Government reserves their Lease rights to continue to seek assurance that all credits are fair and equitable.

3. PROPOSAL FOR ADJUSTMENT NO. 23 (Revised): As proposed by the Lessor in his letters of November 12, November 25 and December 3, 1992, it is agreed that the Lessor will provide and install communication cable trays as determined necessary by the Government and as discussed in the L.L. Ballance letters of November 2, 5, 6, 10 and 20, 1992. It is further agreed that the total cost for this effort shall be \$163,756.00. Payment for this project shall be made as a deduction from the outstanding credits due the Government and the project cost shall not result in any additional expense to the Government.

CREDITS TO THE GOVERNMENT:

PER PARAGRAPH 2 ABOVE: ~~\$256,242.45~~
PER PFA #23 REVISED : 163,756.00
REVISED TOTAL CREDITS: ~~\$ 92,486.45~~

254,242.45 JB
90,486.45 JB

This Agreement contains 2 page(s).

Initials: _____

JB
Lessor

M
Government