

4/24/93

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- 03B-20068

ADDRESS OF PREMISES 116 Lakeway Parkway
Suffolk, VA

THIS AGREEMENT, made and entered into this date by and between
SEABAT 1, Limited Partnership
150 Boush Street, Norfolk, VA 23510

whose address is

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 implement early acceptance of a portion of the
leased premises to allow for installation of new systems furniture and tenant telecommunications.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective April 1, 1993 as follows:

1. This interim agreement does not change the details of the Lease as they pertain to the Lease Term, Rental, Escalations for Services and Utilities, or Tax Adjustments, or Custodial/Janitorial Services. The twenty year (20) Lease Term will commence with acceptance of the total leased premises, and the rental will be adjusted on the basis of the rate of \$14.05 per NUSF. This interim Agreement does not provide for Escalation of costs for Services and Utilities or for Tax Adjustment for the space discussed in Paragraph 2 below.

2. A. Effective April 1, 1993 the Government accepts a total of 138,145 NUSF at the rental rate of \$12.78 per NUSF. This cost is based on a base rent of \$11.93 per NUSF plus a charge of .85 cents per NUSF for the following reduced Services and Utilities: janitorial (Skeleton Crew); electricity (Lights only); water/sewer; and Building Engineer. The 138,145 NUSF includes the entire second floor, and the high bay area and the Agency telephone room on the first floor. Annual rental is \$1,765,493.10 to be paid monthly at the rate of \$147,124.43 in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to the Payee of record for this Lease. Unless otherwise arranged for by the parties, this interim leasing arrangement shall terminate at 11:59 PM on the day before the lease term commences for the 278,978 NUSF, as referred to in Paragraph 1 above, and no further rental shall be due the Lessor in consideration of this interim Agreement.

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.

LE BY [Redacted] General Partner
President

THOMAS E. RODRIGUEZ

(Title)

IN [Redacted] 150 Boush Street, Suite 300
Norfolk, Virginia 23510

(Address)

UN BY [Redacted] DIVISION, SHENANDOAH BRANCH
CONTRACTING OFFICER

(Official Title)

SUPPLEMENTAL AGREEMENT

NO. 14

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B. With acceptance of the High-Bay area the Lessor has advised the Government that he may elect to leave the louvre motors, water and/or air lines, and their fittings, exposed. The Government in turn has reminded the Lessor that since the time of his "bidding" on this project he has been aware of the functional use for this space including the use of material handling equipment, stacking of stored materials, etc. The Lessor has stated that in the event that there is damage to the louvre motors, water and/or air lines, and or their fittings, he may consider this as other than fair wear and tear in which case the Government would be liable for the damage. It is the Government's position that the Lessor, being knowledgeable of how the space is to be used, is not taking a prudent preventive action to avoid apparent potential damage. Therefore should the Lessor not provide due protection and accidental damage occurs, for each occurrence it shall be the Lessor's responsibility for the damage and resulting adverse impact to Government operations.

C. Attached hereto is a copy of the Lessor's letter of 4/7/93 containing the Lessor's response to the Government's Punch List of 3/29-30/93 relevant to the above accepted space. Those items marked "OK" indicated agreement with the Lessor's Punch List Notes. Those items not marked "OK" are items requiring additional discussion, and for which the Government reserves their rights under terms and conditions of the Lease.

THIS AGREEMENT CONTAINS 11 PAGES

Initials:

JB
Lessor

[Signature]
Government