

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-03P-LVA00094
ADDRESS OF PREMISES: Bridgeway Technology Center II 7021 Harbour View Blvd Suffolk, VA 23435-2869	PDN Number: PS00039481

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 establish the lease term, establish square footage, and establish the annual rent.

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 March 28, 2018, as follows:

- A. The Lease Term Commencement Date is hereby established as March 28, 2018. The Lease term is established as March 28, 2018 through March 27, 2028.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

*Office and Related Space: 13,629 rentable square feet (RSF), yielding 12,061 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space including 141 outside surface parking spaces and an additional 927 RSF, yielding 820 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 13,629 RSF/12,061 ABOA SF indicated above, for a total of 14,556 RSF (yielding 12,881 ABOA SF) located at Bridgeway Technology Center II 7021 Harbour View Blvd, Suffolk, VA 23435-2869 on the first floor of the building as depicted on the floor plan attached hereto as Exhibit A of the Lease.

This Lease Amendment contains 3 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: [Redacted]
 Name: James Burnett
 Title: Manager
 Entity Name: Continental Harbour View Assoc.
 Date: 4/9/18

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: Erin K. Hoke
 Title: Lease Contracting Officer
GSA Public Buildings Service
 Date: 4/10/2018

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Bryan C. Witt
 Title: Development Manager
 Date: 4/9/18

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space."

- C. Lease Paragraph 1.03 - A - RENT AND OTHER CONSIDERATION (Sep 2015) is hereby deleted and replaced to establish the BSAC Annual Rent and delete the BSAC allowance, re-establish Tenant Improvement Rents, and define enhanced janitorial services (above standard) payments and annual increases. The Paragraph 1.03 - A is replaced in lieu thereof with the following:

"1.03 A: The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (MARCH 28, 2018 – JUNE 27, 2018)	FIRM TERM (JUNE 28, 2018 – JUNE 27, 2028)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$238,507.50	\$238,507.50
TENANT IMPROVEMENTS RENT ²	\$ 63,101.35	\$ 63,101.35
OPERATING COSTS ³	\$ 71,143.38*	\$ 71,143.38*
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	*\$5,514.27	*\$5,514.27
PARKING ⁵	\$ 0	\$ 0
ENHANCED JANITORIAL (ABOVE STANDARD) RENT ⁶		
TOTAL ANNUAL RENT	\$378,266.50	\$416,427.70

¹Shell rent calculation: (Firm Term) \$31.71 (rounded) per RSF multiplied by 13,629 RSF

²Tenant Improvements of \$484,808.78 are amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.22 per RSF multiplied by 13,629 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$39,577.00 are amortized at a rate of 7 percent per annum over 10 years

⁵Parking costs – not applicable

The Enhanced Janitorial (above standard) shall increase by an amount equal to 2% as identified in the schedule below:

The schedule is as follows:

FY'18: March 28, 2018 – September 30, 2018 – shall be prorated at an amount of \$19,446.53,
FY'19: October 1, 2018 – September 30, 2019 - \$38,924.42,
FY'20: October 1, 2019 – September 30, 2020 - \$39,702.91,
FY'21: October 1, 2020 – September 30, 2021 - \$40,496.97,
FY'22: October 1, 2021 – September 30, 2022 - \$41,306.91,
FY'23: October 1, 2022 – September 30, 2023 - \$42,133.05,
FY'24: October 1, 2023 – September 30, 2024 - \$42,975.71,
FY'25: October 1, 2024 – September 30, 2025 - \$43,835.22,
FY'26: October 1, 2025 – September 30, 2026 - \$44,711.93,
FY'27: October 1, 2026 – September 30, 2027 - \$45,606.17,
FY'28: October 1, 2027 – March 30, 2028 (prorated) - \$22,685.63.*

- D. Paragraph is hereby added to the Lease: **Enhanced Janitorial – Above Standard Services Rent** –
"The term "Above-Standard Services Rent" refers to the portion of the rent labeled in Section 1.03 of this Lease. Enhanced Janitorial (Above Standard) Rent compensates Lessor for (i) Enhanced Janitorial Services ("Above-Standard Cleaning") – Exhibit G of the lease. Notwithstanding the foregoing, if the Government ceases the use and operation of all Above-Standard Cleaning any such reduction in rent shall be memorialized in a Lease Amendment."

INITIALS:


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- E. 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. For the buildout of Tenant Improvements (TI) in amount of \$1,378,081.95 of which \$925,191.22 shall be paid to the lessor via a onetime lump sum payment (per directions in LA No. 2) from the Government. The Government shall finalize the payment of remaining TIA no later than September 30, 2018 and any unused portion of the TIA shall be returned to the Lessor. The remaining TIA is \$31,918.05. 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%."
- F. Paragraph 1.14 – Operating Cost Base, is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:
"The parties agree, for the purpose of applying the paragraph titled, "Operating Cost Adjustment", that the Lessors base rate for Operating Cost shall be \$5.22 per 13,629 rentable square foot (\$71,143.38/annum)."
- G. Paragraph 3.39 – RESTOOMS (Sept 2013) C.5 & 7, is hereby amended by deleting the following requirements as written in the lease and are now waived by the agency and the GSA Lease Contracting Officer as not required.
"C.5 - coin operated sanitary napkin dispenser and C.7 - counter area of at least 2 feet 0 inches are hereby waived per LCO/agency and not required per the lease."

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