

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 1

5/21/80

TO LEASE NO.

GS- 03B-20068

ADDRESS OF PREMISES
116 Lake View 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;
to modify certain General Clauses,

WHEREAS, the parties hereto desire to amend the above Lease, specify the address of the premises as above, provide assurances as to completion of estoppels per the attached, and detail consideration to the Government for the clause changes.

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

(THIS AGREEMENT CONTAINS 13 PAGES.)

1. Paragraph 8 of the General Clauses is deleted in its entirety and the following text is inserted in lieu thereof: "If delivered space contains less than the minimum square footage required under the terms of the lease, the Government may cancel the lease. The Government will not exercise this right if the difference in net usable square footage is five percent or less. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of replacement space."

2. Paragraph 11 of the General Clauses is deleted in its entirety and the following text is inserted in lieu thereof: "In the event the leased premises are damaged or destroyed by fire or other cause, the rights and obligations of Lessor and Government shall be as follows:

A. Total Destruction: In the event the leased premises are totally destroyed by fire or other cause, or the leased premises are so damaged that rebuilding or repairs cannot reasonably be completed within 270 calendar days after the date of the damage, this lease shall terminate effective as of the date of such damage.

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.


LESSOR SEABAT I, Limited Partnership
By: The Robinson Development Group, Inc.

BY 
(Signature)

President

(Title)

IN PRESENCE OF


(Signature)

150 Boush Street, Suite 300
Norfolk, Virginia 23510

(Address)

UNITED STATES OF AMERICA GSA, Real Estate Division, Shenandoah Branch

BY 
(Signature)

Contracting Officer

(Official Title)

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B. Partial Destruction: If the leased premises are damaged by fire or other cause such that rebuilding or repairs can be reasonably completed within 270 calendar days from the date of the damage, this lease shall not terminate, and Lessor shall proceed with reasonable diligence to rebuild or repair the leased premises to substantially the condition that existed immediately prior to such damages. If, as reasonably determined by the Government, there should be a substantial interference with Government's use of the leased premises, or any part thereof, as a result of such damage or destruction, such that the Government cannot reasonably conduct its business in the leased premises or part thereof, then the rent shall abate, either in its entirety or, if only part of the leased premises is so affected, to that proportion which the NUSF of any such affected part bears to the total NUSF of the leased premises, unless such damage or destruction was due to the fault or neglect of the Government or its employees or was the result of the use of volatile chemicals or flammable, hazardous or noxious materials by the Government or its employees. Any such abatement shall commence upon and include the day on which the damage occurred and shall continue to the date of substantial completion of the rebuilding or repair of such damage."

3. Paragraph 14 of the General Clauses is deleted in its entirety and the following text is inserted in lieu thereof: "Subject to the Lessor's consent, the Government may, during the existence of the lease, make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. The Lessor shall not unreasonably withhold consent. The fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space."

4. Paragraph 15 of the General Clauses is deleted in its entirety and the following text is inserted in lieu thereof: "The covenant to pay rent and the covenant to provide any services, utility, maintenance, or repair required under this lease are dependent.

Initials: TB
Lessor

 M
Government

If the Lessor fails to provide any of these items, the Contracting Officer, or his representative, shall give the Lessor written notice specifying the failure. If the Lessor does not remedy the failure within a reasonable time of such notice, or does not commence and diligently pursue the remedy of such, the Government may, by contract or otherwise, perform the service, maintenance, utility, or repair and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such costs from any rental payments. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law."

5. Added to General Clause No. 3 "Termination for Default"

A. The Government will provide the lender with notice of a default under the lease by the Lessor which may result in a termination of the lease or an abatement of, offset against or reduction in the rent payable thereunder in excess of \$325,000.00 per year and thirty (30) days from the receipt of such notice to cure, or if such default cannot be cured within such thirty (30) day period, a reasonable period of time to cure, including a reasonable time to take title to the leased premises if need to effect a required cure.


B. The Government will not terminate the lease except as provided by its terms and after compliance with the terms of this section.


6. With acceptance of the leased premises the Government shall provide an estoppel statement in the form attached hereto as Exhibit A, addressed to NationsBank of Texas, N.A. and National Home Life Assurance Company (the lender referenced in paragraphs 5 and 9 herein).

7. On or before closing, the Government will provide a letter in the form attached hereto as Exhibit B for the benefit of NationsBank of Texas, N.A. and National Home Life Assurance Company.

8. An appropriate estoppel statement will be executed at loan closing specifying the Award Date and resulting Delivery Date, confirming the approval of the Plans for the Premises, and verifying that there has been no default by the Lessor under the lease. Upon request, and after acceptance of the buildings by the Government, an estoppel statement in the format of Exhibit A shall be promptly executed by the Government.

Initials: _____


Lessor


Government

9. With regard to the requirements to comply with the Federal socioeconomic statutes, to the extent permitted by law and regulation, notice provided to the Lessor will be provided to the lender. To the extent permitted by law and regulation, the reasonable time to cure provided the Lessor will be afforded the lender if required. Lender shall be afforded a reasonable time to take title if needed to effect a required cure.


10. A letter acknowledging a Partnership Resolution in the form attached hereto as Exhibit D will be provided to NationsBank of Texas, N.A. on or before the closing of the financing. The Government shall acknowledge a Notice of Assignment from National Home Life Assurance Company in the form of Exhibit C on or before the closing of the financing.

11. The Lessor agrees to provide the following to the Government in consideration of the aforementioned changes to the Lease:

- A. The Government shall have a credit of \$56,968.00 to be used for additional expenses incurred by General Services Administration (GSA) during the pre-occupancy and/or post-occupancy phases, with no limit on time.
- B. As of May 18, 1992 the credit in Paragraph 11A above is reduced by \$19,968.00, leaving a credit balance of \$37,000.00, due to the following expenses to the Government:
- (1) Costs incurred due to the need to revise the footprint of the main building:
- | | |
|---|-----------|
| * Additional architectural and engineering fees | \$13,468. |
| (Per CMSS Ltr. of April 1, 1992.) | |
| * Additional construction costs | \$ 6,500. |
| (Per Martone Ltr. of April 27, 1992.) | |
| Total | \$19,968. |
- *The Lessor agrees that these tasks will not be cause for any delay in meeting the 14 month project completion date.
- C. Renewal Option: The Government shall have the option to renew the lease for one five-year period on the same terms and conditions as the original lease term, to be exercised upon one hundred eighty (180) days prior written notice to Lessor.

Initials: _____


Lessor


Government