

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>4</u>
	TO LEASE NO. GS-11P-LVA12643
ADDRESS OF PREMISES SA-7D 7944-7960 Cluny Court Springfield, Virginia	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Clunygus-Badenoch LLC whose address is: 4305 Wheeler Avenue, Alexandria, Virginia 22304.

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 3, 2016 as follows:

- 1) The recitals above are made a substantive part of this Lease Amendment and are incorporated herein;
- 2) (A) Handicapped accessible lifts. When the Lessor calculated the amount of Lessor's Base Building Improvement Funding as provided in Section 1.06 G.3. and Lease Exhibit A, Lessor included budgeted amounts for two handicapped accessible lifts and two handicapped accessible entrances and related work for a total of [REDACTED]. The Lessor and Government finalized their plans for the Improvement Work for the Government and determined that there will be only one handicapped lift and one handicapped accessible entrance so the Lessor's Base Building Improvement Funding is reduced by [REDACTED]. (B) Exterior personnel doors. The parties further agree that 18 of the exterior personnel doors out of 27 doors that Lessor originally budgeted to replace (including frames and hardware on the building) will not be replaced but instead bolted shut. The budgeted cost for replacement of the 18 doors was approximately [REDACTED]. Accordingly, the Lessor and Government agree that the Lessor's Base Building Improvement Funding is reduced by a further [REDACTED]. In total, the Lessor's Base Building Improvement Funding is reduced by [REDACTED] from [REDACTED] to \$621,409.00 and correspondingly the Lessor's Share of Improvement Funding as used in Section 1.06 G.3. and throughout the Lease is reduced from [REDACTED] to \$1,034,154.36. Furthermore, the Lessor shall not be responsible for maintenance, repair or replacement of any of the personnel doors which are not being replaced under the currently planned SA-7D project and are being made inoperable.
- 3) For clarification the following sentence is added to the end of Section 3.15.C.: "The foregoing \$242,400.00 is included in the Lessor's Base Building Improvement Funding and is not in addition thereto."
- 4) The Government intends to construct an [REDACTED] Room in the Premises which will comprise new [REDACTED] walls [REDACTED] with [REDACTED] and filled with grout or concrete on new footers. When the Government vacates the Premises, it shall at its sole expense remove the walls and [REDACTED] to the [REDACTED] Room so the remaining warehouse floor is restored to a smooth and level surface sealed and ready for use as a warehouse with the same load bearing capacity as the unaltered warehouse floors. All floors at the Premises in which openings are cut at any time during the Lease Term including but not limited to the floor openings for the [REDACTED] Room walls and [REDACTED] shall be reconstructed and restored by the Government at its sole expense before the end of the Lease Term in accordance with the requirements of the attached Exhibit 1. Alternatively the Government shall have the right at its option to fulfill its obligations under this paragraph by paying the Lessor for all costs incurred by the Lessor in performing all or as much of the work described in this paragraph as the Lessor elects plus Lessor's project management fee of 5% overhead and 5% profit. Owner shall have the right to select its contractor(s) and the chosen contractor(s) shall not be required to be the lowest bidder(s). The Government shall pay the Lessor's invoice for all such costs within thirty days of submission of the Lessor's invoice which shall include copies of the Lessor's contractors' invoices.

5) Section 4.01.J. is amended and replaced in its entirety with the following:

"J. Construction of TI's and completion of other required construction work: All design and construction work required to prepare the Premises as required in this Lease to the point of Substantial Completion shall be complete no later than August 31, 2017. Notwithstanding the foregoing, GSA will begin paying rent no later than the 181<sup>st</sup> day following the Lease Award Date, as a firm rent start date."

6) Section 4.05.B. of the Lease is amended by deleting the last sentence thereof and replacing it with the following: "Notwithstanding the foregoing, the Government agrees the Lessor shall have the right to select L.F. Jennings, Inc. as Lessor's general contractor for the Improvement Work for the Government which general contractor shall, in turn, have such work bid at the sub-contractor level to the extent the work is not performed at the general contractor level, in accordance with section C below."

7) Section 6.24. of the Lease is amended by adding the following subparagraph J. thereto:

"J. The Government plans to use portions of the Premises for office space, portions for warehouse use and other portions of the building for activities engaged in by the end user which increase the possibility of actionable mold in the Premises. Notwithstanding any contrary provision above, if actionable mold occurs in the Premises and is not the result of the failure of the Lessor to maintain and repair the Building Shell as defined in Section 1.06.G.6, then in such event, the Government shall be responsible at its sole expense for having its own contractor remediate all such actionable mold, and the Lessor shall have no responsibility for such mold or its consequences."

8) Block, demising walls. All block, demising walls that are removed from the Premises in whole or in part by or on behalf of the Government including the currently planned project performed by Lessor's contractor shall be reconstructed and restored by the Government at its sole expense before the end of the Lease Term. The reconstructed and restored block walls shall be constructed to the condition, specifications and requirements as stated in the attached Exhibit 1 which shall comply with all building codes in effect at the time the walls are reconstructed. Alternatively the Government shall have the right at its option to fulfill its obligations under this paragraph by paying the Lessor for all costs incurred by the Lessor in performing all or as much of the work described in this paragraph as the Lessor elects plus Lessor's project management fee of 5% overhead and 5% profit. Owner shall have the right to select its contractor(s) and the chosen contractor(s) shall not be required to be the lowest bidder(s). The Government shall pay the Lessor's invoice for all such costs within thirty days of submission of the Lessor's invoice which shall include copies of the Lessor's contractors' invoices.

9) Roof Insulation. No insulation shall be installed on the underside of the metal roof decking at SA-7D. If at any time Fairfax County requires the thickness of the roof insulation at SA-7D to be upgraded over that which was in existence at the time of the Lease Award Date, then in such event, the Government shall be responsible for the costs attributable to (a) the increase in the thickness of the insulation and installation thereof and (b) any alterations to the building made necessary by the required increase in thickness of the insulation. The Lessor shall be responsible for paying only an amount equal to the cost of replacing its standard roof. "Standard roof" as used herein shall mean a roof having the same design and specifications in existence at SA-7D on the Lease Award Date. Unless provided otherwise in the Lease, Lessor shall continue to be responsible for maintenance and repair of any roof at SA-7D including one that is upgraded as contemplated above.

10) Altered storefront doors and altered openings for rollup doors and storefront doors. All door openings which are filled by [REDACTED] or other construction material must be reopened and all such openings including doors and doorways restored by the Government at its sole expense prior to the end of the Lease Term in good workmanlike fashion and in accordance with all applicable codes and left in good condition and repair. Alternatively the Government shall have the right at its option to fulfill its obligations under this paragraph by reimbursing the Lessor for all costs incurred by the Lessor in performing all or as much of the work described in this paragraph as the Lessor elects plus Lessor's project management fee of 5% overhead and 5% profit. Owner shall have the right to select its contractor(s) and the chosen contractor(s) shall not be required to be the lowest bidder(s). The Government shall pay the Lessor's invoice for all such costs within thirty days of submission of the Lessor's invoice which shall include copies of the Lessor's contractors' invoices.

11) Abandoned warehouse heaters. The Government has decided to abandon in place and not use any of the warehouse heaters in the building which is part of the Premises (the "Abandoned Heaters"). Prior to demolition, the

Lessor shall have the right but not the obligation at a time acceptable to the Government to remove said Abandoned Heaters at Lessor's sole expense.

12) Systems and equipment on Roof After Completion of DEAV Project.

For all work performed by the Government or its contractors on equipment or fixtures located on the roof after completion of the DEAV project, the Government shall be responsible for maintaining, repairing and replacing as necessary that part of the roof which is damaged by the Government or its contractor(s) or which results in a leak because of such work, and all such roof work shall satisfy and be in accordance with the original specifications of the roof, or the upgraded specifications if the County requires increased thickness in insulation, as the case may be.

13) The Government shall not wash vehicles of any kind at any time inside the building which is part of the Premises.

14) Lessor shall maintain such insurance coverage on the building for fire and casualty that Lessor determines is reasonably necessary. Lessor will request and Government will pay any adjustment to reimburse the Lessor to the extent Lessor's insurance premiums exceed the Baseline Premiums (defined below) as a result of alterations and improvements to the building by or for the Government and the Government's uses of the building and parking lot area, provided that all requests for adjustment must be accompanied by evidence that the increase is related to the alterations and improvements for the Government made after the date of this Lease Amendment and/or to the Government's use of the building and parking lot. The Baseline Premium is defined as the annual insurance premiums paid by the Lessor for property and casualty insurance and liability insurance coverage for 7944-7960 Cluny Court in the amount of \$12,407.23 for the policy term 10/15/2016 – 10/15/2017. Lessor is not responsible for insuring any of the Government's property.

15) [REDACTED]

As a security measure the Government is requiring the attachment of [REDACTED] in the [REDACTED] Room to the underside of the [REDACTED] which support the roof of the building. If the Lessor must reach the underside of the roof or other portions of the building from the interior of the building to perform maintenance, repair or replacement, then, in such event, the Government, at its expense, shall: (i) open the [REDACTED] to provide sufficient access to the Lessor's contractor(s), and (ii) then reinstall the [REDACTED] when the Lessor's work is complete. If any Government delay results in increased costs to the Lessor, those increased costs shall be the responsibility of the Government.

16) Clogs in Sewer Line.

The Lease provides at Section 1.06 G.6. that the Lessor is responsible for the "...structural integrity (not clogs) of existing waste water service from the building slab to sewage main." In the event of a clog in the sewer waste lines or a spill of waste from the clean-out line(s) or toilet(s), the party that will be responsible for the cost of and hiring contractors to inspect and repair will be determined as follows:

a) Government will bear the cost of and contract for any inspections, repairs, and cleaning of clogs under the following circumstances:

- (1) Waste is leaking from the clean-out line(s) or backing up in toilet(s) due to a clog in the line(s) that is not due to a structural problem as described in subparagraph b)(1) below.
- (2) Waste is leaking from a clog in the line(s) due to a structural problem, such as a break in the pavement, when the Government or its contractor caused the structural problem in the waste line(s)

b) Lessor will bear the cost of and contract for any inspections, repairs, and cleaning of clogs under the following circumstances:

- (1) Waste is leaking from a break in the pavement due to a structural problem, other than instances as described in subparagraph a)(2) above.

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- 17) The remainder of this Lease except as amended hereby remains in full force and effect.
  - 18) The following are attached and are made a part of this Amendment.

Exhibit 1: Specifications and requirements for restoration of demising walls and first floor altered by or for Government.

This Lease Amendment contains 4 pages plus the Exhibit.

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** [Redacted]  
Signature: \_\_\_\_\_  
Name: Douglas C. McPherson  
Title: Manager  
Entity Name: Clunygus-Badenoch LLC  
Date: November 10, 2016

**FOR THE** [Redacted]  
Signature: \_\_\_\_\_  
Name: Santoni W. Graham  
Title: Senior Contracting Officer  
U.S. General Services Administration  
NCR, P&S, Lease Execution Division  
Date: 11/10/2016

**WITNESSED FOR THE LESSOR BY:**  
Signature: \_\_\_\_\_  
Name: J. McPherson  
Title: \_\_\_\_\_  
Date: November 10, 2016