

RESOLUTION NO. 13607-23

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN FIRST AMENDMENT TO LEASE, DATED FEBRUARY 14, 2023, BY AND BETWEEN TSO NEWPORT MARITIME, LP AND THE CITY OF NEWPORT NEWS, VIRGINIA, FOR SUITE 500 AND SUITE 600 IN THE MARITIME SQUARE BUILDING, 2600 WASHINGTON AVENUE, NEWPORT NEWS, VIRGINIA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain First Amendment to Lease, dated February 14, 2023, by and between TSO Newport Maritime, LP and the City of Newport News, Virginia, for Suite 500 and Suite 600 in the Maritime Square Building, 2600 Washington Avenue, Newport News, Virginia, a copy of which is attached hereto and made a part hereof.

2. This resolution shall be in effect on and after the date of its adoption, February 14, 2023.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON FEBRUARY 14, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”), dated this 14th day of February, 2023, is by and between **TSO NEWPORT MARITIME, LP**, a Georgia Limited Partnership (“**Landlord**”) and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“**Tenant**”), whose primary address is 2400 Washington Avenue, Newport News, Virginia 23607.

WHEREAS, by Lease dated February 13, 2018, Landlord leased to Tenant Suite 500 and Suite 600 in an office building known as Maritime Square, located at 2600 Washington Avenue, Newport News, Virginia, 23607, containing approximately 19,896 rentable square feet of space (the “**Existing Lease**”); and

WHEREAS, the term of the Existing Lease is due to expire on February 28, 2023, and Landlord and Tenant desire to amend the Existing Lease to extend the term; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Term.** The term of the Existing Lease shall be extended for one five (5) year renewal term, which shall run from March 1, 2023 through February 28, 2028 (the “**Renewal Term**”)
- 2. Rent.** During the Renewal Term, rent shall be at the rate of \$24,870.00 per month, calculated as follows: 19,896 sq. ft. @ \$15.00/sq. ft. ÷ 12 months = \$24,870.00, payable in advance without demand and without set-off, on the first day of each and every month during the Renewal Term.
- 3. Landlord Improvements.** Landlord agrees to perform, at its sole cost and expense, the following improvements to the demised premises: i) replace all carpet with a high traffic grade carpet; and ii) clean and wax all vinyl composite tile. Landlord or its contractor will move large furniture as necessary for carpet installation and cleaning and waxing of vinyl composite tile. Landlord shall complete the work detailed in this section on a schedule mutually agreeable to Landlord and Tenant, within six months of the execution of this First Amendment.
- 4. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Existing Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Existing Lease otherwise is unmodified and remains in full force and effect. Each reference in the Existing Lease to itself shall be deemed also to refer to this First Amendment.
- 5. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Existing Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

LANDLORD

TSO NEWPORT MARITIME, LP
A Georgia limited partnership

By: Newport Maritime General Partner, LP
A Georgia Limited Partnership
Its Sole General Partner

By: Newport Maritime GP SPE, Inc.
A Delaware Corporation
Its Sole General Partner

Date: _____
A. Boyd Simpson, President

LANDLORD ACKNOWLEDGMENT

STATE OF GEORGIA

CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____,
2023, by _____, as _____ of TSO Newport Maritime,
LP, a Georgia limited partnership, on behalf of the partnership.

Notary Public

(Registration Number)

(Commission Expiration Date)

[SIGNATURES AND SEALS CONTINUE ON FOLLOWING PAGE.]

TENANT

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
Cynthia D. Rohlf, City Manager

Date: _____

ATTEST:

Mabel Washington Jenkins
City Clerk

APPROVED AS TO FORM:

City Attorney

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to wit:

I, _____, a Notary Public for the City and Commonwealth aforesaid, do hereby certify that Cynthia D. Rohlf, City Manager, and Mabel Washington Jenkins, City Clerk, whose names are signed to the foregoing First Amendment, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this ____ day of _____, 2023.

Notary Public

(Registration Number) (Commission Expiration Date)