

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 2</b>  <b>TO LEASE NO. GS-03P-LVA12231</b>
<b>ADDRESS OF PREMISES</b> BB&T BANK BUILDING 310 FIRST STREET, SW ROANOKE, VA 24011-1926	<b>PDN Number:</b>  PS0036508

THIS AMENDMENT is made and entered into between

West Church, LLC

whose address is: 101 Mountain Avenue, SW  
Roanoke, Virginia 24016-4115

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 issue Notice To Proceed for the construction of tenant improvements.

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 October 11, 2016 as follows:

This Lease Amendment (LA) formally and officially issues Notice to Proceed in the amount of \$518,487.82 for tenant improvements in accordance with the Lessor's firm fixed priced proposal dated September 30, 2016. The proposal is hereby incorporated into the lease by reference. All work shall be completed in accordance with the final construction documents (CDs) and specifications, dated August 16, 2016. This Lease Amendment hereby incorporates the Design Intent Drawings (DIDs), dated April 4, 2016, and provided to the Lessor on April 6, 2016.

The above referenced amount of \$518,487.82 shall be addressed by amortizing \$312,873.76 at an interest rate of 8.0% over the firm term of the lease. The remaining balance of \$205,614.06 is to be paid via a one-time lump sum payment. No invoices will be paid which exceed this amount. All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations or materials.

A. Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services, and associated work to perform the necessary alterations as outlined in this LA. All other terms and conditions of the lease shall remain in force and effect.


This Lease Amendment contains 5 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.

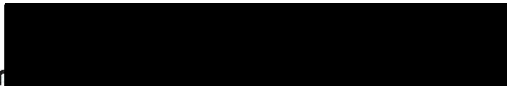
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
 Name: Brian GORSEY  
 Title: MEMBER/AGENT  
 Entity Name: WEST CHURCH, LLC  
 Date: 10/14/16

Signature:   
 Name: Stacy C. Keffer  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 10/18/16

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: Sara Schott  
 Title: Office Manager  
 Date: 10/14/16

- B. The lessor shall complete the work required by this Lease Amendment no later than January 9, 2017. The Lessor shall submit a firm Construction Schedule for approval by the Contracting Officer within 7 days of receipt of Notice to Proceed. Progress meetings shall be held if necessary, at the discretion of the Contracting Officer.
- C. All Security requirements of the Government shall be adhered to during the length of the work.
- D. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

OR: <http://www.finance.gsa.gov>

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
100 S. Independence Mall West  
Philadelphia, PA 19106  
Attn: Stacy Keefer

For an invoice to be considered proper, it must include the following:

- ♦ Be received after the execution of this LA,
- ♦ Reference the Pegasys Document Number (PDN) specified on this form,
- ♦ Include a unique, vendor-supplied, invoice number,
- ♦ Indicate the exact payment amount requested, and
- ♦ Specify the payee's name and address. The payee's name and address must EXACTLY match the Lessor's name and address listed above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- E. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

- F. The following clause, General Conditions for Lease alterations, is hereby added to this lease:

#### GENERAL CONDITIONS FOR LEASE ALTERATIONS

##### 1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

##### 2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

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**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

**10. LESSOR EMPLOYEES.**

Each employee of the lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

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Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

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