

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LVA12225
ADDRESS OF PREMISES: 112 N. Braddock Street Winchester, VA. 22601-3914	

THIS AMENDMENT is made and entered into between AFLP-WTC, LLC

whose address is: 303 South Loudoun Street
Winchester, VA. 22601-3914

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 provide a Notice to Proceed for the construction of Tenant Improvements in accordance with Exhibit A to this Amendment and establish time periods for cyclical paint and carpet replacement.

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 upon execution by the Government as follows:

Paragraph 1.18 has been added and Paragraph 6.12 has been deleted in its entirety and replaced.

1.18 NOTICE TO PROCEED:

- A. Following the Government review of the submitted pricing for the Tenant Improvements for the [REDACTED], the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost in the amount of \$74,234.84 inclusive of all management and architectural fees and engineering fees and all other fees, costs, and expenses associated with making the space and common areas ready for occupancy as described in Exhibit A to this lease amendment.
- B. The Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services and associated work to complete the attached scope of work identified in Exhibit A. The work shall be completed within 90 calendar days from issuance of Notice to Proceed.

This Lease Amendment contains 8 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
[REDACTED]
Signature: [REDACTED]
Name: RICHARD DELL
Title: MANAGER
Entity Name: AFLP LLC
Date: 9/9/16

FOR THE GOVERNMENT
[REDACTED]
Signature: [REDACTED]
Name: CHRISTOPHER LINDSEY
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/12/16

WITNESSED FOR THE LESSOR BY
[REDACTED]
Signature: [REDACTED]
Name: TRACY PAUL WILSON
Title: Exec. Assistant
Date: 9/9/16

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)**A. Paint, Wall Coverings**

Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. Unless otherwise agreed to by the Government, all painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease, unless otherwise agreed to by the Government. In addition to the foregoing requirement,

1. Lessor shall perform cyclical repainting of the Space every 9 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense unless otherwise agreed to by the Government.

B. Carpet and Flooring

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 9 years with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Unless otherwise agreed to by the Government, repair shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

INITIALS:


LESSOR

&


GOVT

EXHIBIT A

GSA Lease tenant Improvements

112 N. Braddock Street Winchester VA

Owner AFLP-WTC, LLC attn.: Richard Bell, Manager

Period of work – late summer/early fall 2016

[REDACTED]. Evening and weekend work requirement with monitoring by tenant.

Scope of work

1. Replacement of carpet and vinyl cove base in majority of space as noted in specifics below.
2. Repaint of all interior walls and door frames.
3. Install [REDACTED]
4. Install two (2) GFCI outlets in the existing kitchen for power supply for existing refrigerators.
5. Install additional [REDACTED] at transformer area at ready of Building

Items excluded from scope of work would be the moving of any fixtures or furnishing of the tenant other than may be required for carpet removal and installation and wall painting. Reasonable movement of items by vendor in support of carpet removal and installation as well as painting (Items 1 and 2 below) will be facilitated by vendor or will cut around any items not feasible to move. In addition, tenant will ensure any items that need to be moved in support of the [REDACTED] (item 3 below) will be coordinated with vendor and/or general contractor to ensure a minimum opening of the existing [REDACTED] units to support the [REDACTED]

1- Carpet

Current carpet installation is broadloom carpet glued to slab. Removal and disposal of current carpet and cove base to be included in scope.

Carpet replacement to be for carpet tiles with a minimum of twenty (20) extra tiles to be provided for future repairs. Specifications and colors to be similar to current installation but no match is required or expected.

The following rooms as noted on the plans are excluded from the scope of work. Vinyl transitions from new carpet to existing VCT in these rooms however are to be replaced as part of this scope.

Room 112, 113, 116, 118

The following spaces have existing VCT that shall remain. Vinyl cove base to be replaced to match that installed with carpet.

Room 130, 132, 138, 139.

The following rooms have existing Ceramic Tile (CT) in a portion of the room with the remainder being carpet to be replaced.

Room 101, 119

INITIALS: GB & CT
LESSOR LESSOR GOV'T

EXHIBIT A

Carpet style and color as selected by tenant is as follows:

Style: Emerge Modular (7982), Color: Surge (1652).

Pricing – Based on proposal from CCA Floors & Interiors dated 12/03/2015 with pricing and availability confirmed as of 7/25/2016 the direct cost would be [REDACTED]. Proposal attached as Exhibit A.

2- Paint

Paint to match existing on walls and door frames. Single coat provided for in this scope and the attached proposal.

The following rooms as noted on the plans are excluded from the scope of work.

Room 112, 113, 116, 118

Pricing – Based on proposal from CCA Floors & Interiors dated 12/03/2015 with pricing and availability confirmed as of 7/25/2016 the direct costs would be [REDACTED]. Proposal attached as Exhibit A.

3- [REDACTED]

Remove any existing solar film applied to the [REDACTED]
[REDACTED] The installation procedures and proposal attached as Exhibit B.

Pricing – Based on proposal from Winchester Discount Audio dated 8/20/2016 the direct cost would be [REDACTED]. Proposal attached as Exhibit B

4- GFCI outlets

Install two (2) ground fault current interrupting outlets for the existing refrigerators in the kitchen area.

Pricing is based on Lessor provided installation with on staff labor with a direct cost of [REDACTED]

5- Install additional [REDACTED]

Install an additional [REDACTED]
[REDACTED] to be painted or covered in visible yellow material.

Pricing is based on Lessor provided installation with on staff labor with a direct cost of [REDACTED]

INITIALS: GR & CT
LESSOR GOVT

Contract Pricing

All pricing noted herein is direct vendor pricing. The Owner will contract with Adams-Nelson Property Management Inc. (property management firm for the Building) with a ten percent (10%) mark up of all direct vendor charges

Carpet	[REDACTED]
Paint	[REDACTED]
[REDACTED]	[REDACTED]
GFCI outlets	[REDACTED]
[REDACTED]	[REDACTED]
Subtotal vendor pricing	[REDACTED]
General Contractor Mark Up (10%)	[REDACTED]
Total contract pricing	\$74,234.84

This proposal for Tenant Improvements relative to Lease dated 12/18/2015 for Premises located at 112 N. Braddock St in Winchester VA.

Respectfully submitted by AFLP-WTC, LLC

[REDACTED]

8/22/2016
Date

INITIALS: AS & CT
LESSOR GOV'T