

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LWW12125
ADDRESS OF PREMISES KMart Plaza 3014 E. Cumberland Road Bluefield, West Virginia 24701-4858	PDN Number: PS0030851

THIS AMENDMENT is made and entered into between

The Container Limited Liability Company (LLC)

whose address is: 1421 Princeton Avenue
 Courthouse Square
 Princeton, West Virginia 24740-2707

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 the Tenant Improvements, of which a portion shall be amortized in the rent and a portion shall be paid lump sum, and to provide invoicing instructions for the work to be paid lump sum.

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:

- A. This Lease Amendment serves as Notice to Proceed (NTP) for the Tenant Improvements (TI) construction in the amount of **\$416,746.84**, in accordance with all Lease Requirements, the Special Requirements, the Design Intent Drawings (DIDs) and Construction Drawings.

This Lease Amendment contains 2 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:

Signature: _____
 Name: _____
 Title: Member
 Entity Name: Container Limited Liability Company
 Date: 27 JAN 2015

FOR THE GOV

Signature: _____
 Name: Br...
 Title: Lease Contracting Officer
GSA, Public Buildings Service, South Service Center
 Date: 9/26/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Rhonda Roberts
 Title: Legal Asst.
 Date: 1-27-15

The total Tenant Improvements cost is **\$416,746.84**, of which **\$369,246.84** shall be amortized in the rent over the **firm term of five (5) years at an interest rate of five (5%) percent**, and **\$47,500.00** shall be paid to the Lessor via a one-time lump sum payment from the Government. The Lessor shall deliver the space ready for Government occupancy within **one hundred-twenty (120) calendar days from issuance of this Notice to Proceed**.

B. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of **\$47,500.00** shall be submitted at:

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

- OR -

A properly executed original invoice shall be forwarded to:

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

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

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Brian Brophy

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN: PS0030851) 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 Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment in the amount of **\$47,500.00** shall be due within **thirty (30) calendar days** after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS: TBL & Am
LESSOR GOVT