

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-03P-LWV12125
ADDRESS OF PREMISES KMart Plaza 3014 E. Cumberland Road Bluefield, West Virginia 24701-4858	PDN Number: PS0033028

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 (NTP) for Change Order # 8 and clarify the total Tenant Improvement cost.

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 (LA) formally and officially issues Notice to Proceed (NTP) in the amount of [REDACTED] for Change Order # 8 (Exhibit A).

Lease Amendment #1 issued NTP for the initial Tenant Improvement amount of \$416,746.84.

Lease Amendment #2 issued NTP for Change Orders # 1-3 in the amount of \$851.39, for a revised total Tenant Improvement amount of \$417,598.23.

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:

Signature: [REDACTED]
 Name: THOMAS S. LITZ
 Title: member
 Entity Name: Container Limited Liability Company
 Date: 2 Oct 2015

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: Brian [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service, South Service Center
 Date: 10/6/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Kristina Dobbins
 Title: Legal Ass't
 Date: 10-2-15

Lease Amendment #3 issued NTP for Change Orders # 4-7 in the amount of \$13,274.40, for a revised total Tenant Improvement amount of \$430,872.63.

The new total Tenant Improvement Cost via Lease Amendment #4 is [REDACTED]

The Lessor shall provide, install and maintain the total Tenant Improvement amount representing the following:

(1) Tenant Improvements of \$434,524.29 to be paid as follows, \$367,821.24, comprised of the initial Tenant Improvement amount, incorporating Change Order #1, [REDACTED], amortized in the rent at an interest rate of five (5%) percent over five (5) years.

(2) The balance of \$66,703.05, via Lease Amendment #1 (PDN PS0030851), incorporating the amount of \$47,500.00; via Lease Amendment #2 (PDN # PS0031798), incorporating Change Orders #2-3, [REDACTED]; via Lease Amendment #3 (PDN # PS0032587), incorporating Change Orders #4-7, \$13,274.40, and via Lease Amendment #4 (PDN # PS0033028), incorporating Change Order #8, [REDACTED] to be paid via a one-time lump sum payment.

All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations.

Revised Tenant Improvement Total via LA #3 effective on 8/20/15
(Incorporated Change Orders # 1-7) [REDACTED]

Change Order 8 - Additional [REDACTED] [REDACTED]

Total Tenant Improvement Cost **\$434,524.29**

B. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, to be completed within thirty (30) calendar days of the Government's execution of this Lease Amendment.

C. All work to be performed must comply with local, state and federal regulations. All work for this project shall be performed according to the "General Conditions for Lease Alterations" (Exhibit B), a copy of which is hereby attached and made apart of this Lease.

D. The Lessor hereby waives restoration as a result of all improvements.

E. 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 [REDACTED] 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

INITIALS: TSL & MB
LESSOR GOVT

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN: PS0033028) 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 [REDACTED] 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:

TSL
LESSOR

&

MA
GOVT