

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 04</b>  <b>TO LEASE NO. GS-03P-LVA12178</b>
<b>ADDRESS OF PREMISES</b> 7618 TIMBERLAKE ROAD LYNCHBURG, VA 24502-2325	<b>PDN Number: N/A</b>

**THIS AMENDMENT** is made and entered into between

**CRIST MOTEL INC.**

whose address is: 2124 OAK PARK PLACE  
LYNCHBURG, VA 24503-1849

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 establish the square footage, establish the lease term, establish the annual rent, establish the rental rate for the lease term and to accept the tenant improvement build-out that is amortized in the rent, as well as being 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 July 17, 2017 as follows:

A. "The Lessor hereby leases to the Government the following described premises:

11,878 ANSI/BOMA square feet of office and related space (12,324 Rentable Square Feet) located at 7618 Timberlake Road, Lynchburg, VA 24502-2325.

to be used for such purposes as determined by the General Services Administration."

B. "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 17<sup>th</sup>, 2017 through July 16<sup>th</sup> 2027, subject to termination and renewal rights as may be hereinafter set forth."

C. The Government shall pay the Lessor annual rent of \$333,507.00 at the rate of \$27,792.25 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

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: WARREN K. CRIST

Title: Sec. Treas

Entity Name: CRIST MOTEL, INC

Date: 7/27/17

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: Mike Long

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 7/31/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: GARY W. CASE

Title: Asst. Agent

Date: 7/27/17

Crist Motel Inc.  
2124 Oak Park Place  
Lynchburg, VA 24503-1849

**D. Section 1.03 of the Lease reflects the following annual rental rates:**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$153,582.54	\$165,816.88
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$102,488.80	\$0.00
OPERATING COSTS <sup>3</sup>	\$72,812.14	\$72,812.14
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$4,623.52	\$ 0.00
PARKING <sup>5</sup>	\$0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$333,507.00</b>	<b>\$238,629.02</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$12.93 per ABOA SF multiplied by 11,878 ABOA SF

Shell rent (Non-Firm Term) calculation: \$13.96 per ABOA SF multiplied by 11,878 ABOA SF

<sup>2</sup>The Tenant Improvement Allowance of \$441,774.24 (\$37.19/ ABOA SF) is amortized at a rate of 6 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$6.13 per ABOA SF multiplied by 11,878 ABOA SF (plus accrued escalations)

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$19,929.50 (\$0.39/ABOA SF) is amortized at a rate of 6 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph G below

The Lessor shall provide, install and maintain the total Tenant Improvements amount representing the following: (1) Tenant Improvement of \$565,348.74, to be paid as follows, (a) \$441,774.24 issued via LA1, amortized in the rent at an interest rate of six percent (6%) over sixty (60) months, (b) the balance on the Tenant Improvements of \$123,574.50, issued via LA 1, to be paid via a one-time lump sum payment, (2) the cost of Change Orders #1-5 of [REDACTED] issued via LA 2 and 3, 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 said alterations.

- E.** This lease shall supersede Lease GS-03B-01345 upon the effective date of this lease amendment. Lease GS-03B-01345 is hereby terminated and replaced by GS-03P-LVA12178.
- F.** Upon completion of the work, the Lessor shall notify the Lease Contracting Officer. After inspection and acceptance of the work by the Government, a properly executed original invoice for the lump-sum payment shall be forwarded to:

General Services Administration (GSA) Finance  
Greater Southwest Region (7BC)  
PO Box 17181  
Fort Worth, Texas 76102-0181

A copy of the invoice must also be mailed to the Lease Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division – South Branch  
100 South Independence Mall West – 2<sup>nd</sup> Floor  
Philadelphia, PA 19106-2320  
Attn: Mikel Lord

INITIALS:

*WFC*  
LESSOR

&

*ML*  
GOVT

For an invoice to be considered proper, it must:

- 1.) be received after the execution of this Lease Amendment,
- 2.) reference the Pegasys Document Number (PDN) specified on this form (PS0037585)
- 3.) include a unique, vendor-supplied invoice number
- 4.) include the exact payment amount requested, and
- 5.) specify the payee's name and address. The payee's name and address must exactly match the lessor's name and address listed above.

INITIALS: WKC & ML  
LESSOR GOV'T