

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LVA12231
ADDRESS OF PREMISES BB&T BANK BUILDING 310 FIRST STREET, SW ROANOKE, VA 24011-1926	PDN Number: N/A

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 incorporate expansion space.

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 acceptance by the Government as follows:

A. Paragraph 1.01, **THE PREMISES (JUNE 2012)**, subparagraph A. Office and Related Space, of the Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

A. Office and Related Space: 9,359 rentable square feet (RSF), yielding 8,210 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 6th floor of the Building, as depicted on the floor plan attached hereto as Exhibit A.

B. Paragraph 1.03, **RENT AND OTHER CONSIDERATION (APR 2015)**, of the lease, is hereby amended by deleting subparagraphs A and B and inserting the following text in lieu thereof:

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

This Lease Amendment contains 3 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: BLAIR GOSNEY
 Title: PROPERTY AGENT
 Entity Name: WEST CHURCH, LLC
 Date: 3/26/16

Signature: 
 Name: Stacy C. Klefer
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 4/12/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Sara Schatt
 Title: Office Manager
 Date: 3/29/16

	Firm Term	Non Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$160,132.49	\$160,132.49
Tenant Improvements rent ²	\$ 90,023.52	\$0.00
Operating Costs ³	\$ 54,188.61	\$ 54,188.61
Building Specific Amortized Capital (BSAC) ⁴	\$ 7,503.89	\$0.00
Parking ⁵	\$ 15,120.00	\$ 15,120.00
Total Annual Rent	\$326,968.51	\$229,441.10

¹Shell rent calculation:

(Firm Term) \$17.11 per RSF multiplied by 9,359 RSF

(Non Firm Term) \$17.11 per RSF multiplied by 9,359 RSF

²The Tenant Improvement Allowance of \$369,984.88 is amortized at a rate of 8 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.79 per RSF multiplied by 9,359 RSF

⁴Building Specific Amortized Capital (BSAC) of \$30,840.00 are amortized at a rate of 8 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,210 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517."
- C. Paragraph 1.08, **TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**, of the lease, is hereby deleted in its entirety and the following text is inserted in lieu thereof:
- "The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$45.07 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent."
- D. Paragraph 1.13, **PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**, of the lease, is hereby deleted in its entirety and the following text is inserted in lieu thereof:
- "As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 7.8 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 9,359 RSF by the total Building space of 120,000 RSF."
- E. Paragraph 1.15, **OPERATING COST BASE (SEP 2013)**, of the lease, is hereby deleted in its entirety and the following text is inserted in lieu thereof:
- "The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.79 per RSF (\$54,188.61/annum)."

INITIALS:

WBG
LESSOR

&

Gov
GOV'T