

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LWV12128
ADDRESS OF PREMISES The Horne Building 1100 Main Street Wheeling, WV 26003	PDN Number: PS0029911

THIS AMENDMENT is made and entered into between **Horne's, Inc.**

whose address is: 980 National Road
Wheeling, WV 26003-6441

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 the Notice to Proceed with Tenant Improvements.

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 September 17, 2014 as follows:

A. NOTICE TO PROCEED WITH TENANT IMPROVEMENTS

In a separate correspondence dated September 17, 2014, the Government issued Notice to Proceed with Tenant Improvements in the total amount of \$186,169.09. The Tenant Improvement allowance within the lease is \$117,040.00. \$117,040.00 will be amortized into the rent at 4.11% over 5 years per the lease. The remaining amount of \$69,129.09 shall be paid by the Government via lump sum payment(s) after the completion, inspection, and acceptance of the Tenant Improvements and receipt of one separate invoice from the Lessor on Lessor letterhead. The invoice shall be broken out as follows:

Invoice for other TI Overage Costs: \$69,129.09

Upon completion of the Tenant Improvements, the lessor shall notify the Lease Contracting Officer to arrange for an inspection. After inspection and acceptance of such work by the Government, an advance copy of the invoices in the amount of \$69,129.09 for other TI overage costs must be sent to the Lease Contracting Officer for review and approval.

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 this day of _____, 2014.

FOR THE _____
 Signature: _____
 Name: TRUDY BROWN
 Title: President
 Entity Name: HORNE'S
 Date: 9/18/2014

FOR THE _____
 Signature: _____
 Name: _____
 Title: _____
 GSA, F
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Accountant
 Date: 9/18/14

Upon approval by the Contracting Officer, the Lessor must then submit the invoices to the GSA Finance Office at <http://www.finance.gsa.gov>, or to the following address:

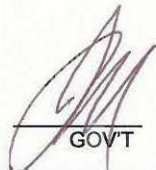
GSA, FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

For an invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment
2. Reference the Pegasys Document Number (PDN): **PS0029911**
3. Include a unique, vendor supplied, invoice number
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

B. The Lessor is instructed to commence construction based on the above Notice to Proceed. The Lessor shall not change, modify, substitute, or otherwise alter the construction documents or pricing proposals. Any required alterations to the project will require the written approval of the GSA Contracting Officer.

INITIALS: *n* & 
LESSOR & GOVT