THIS SECOND AMENDMENT to the Lease Agreement dated January 11, 2016, by and between the **BOARD OF SUPERVISORS OF MONTGOMERY COUNTY, VIRGINIA**, hereinafter referred to as "the County" and the **FREE CLINIC OF THE NEW RIVER VALLEY, INC.**, hereinafter referred to as "the Free Clinic".

W I T N E S S E T H :

WHEREAS, the County and the Free Clinic have entered into a Lease Agreement dated October 14, 2002, whereby the Free Clinic is providing health services to low and moderate income persons within the New River Valley at the County's office building located at 215 Roanoke Street, Christiansburg, Virginia (the "Leased Premises") ; and

WHEREAS, the County and the Free Clinic entered into an Amendment to the Lease Agreement dated May 9, 2003, whereby the Free Clinic agreed to be responsible for providing One Hundred Ten Thousand, Five Hundred Ninety-Five Dollars ($110,595) in additional funding to cover the initial renovations of the Leased Premises; and

WHEREAS, the Free Clinic was recently awarded a Health Infrastructure Investment Program Grant totaling One Million Dollars ($1,000,000) in federal funds from the Health Resources and Services Administration ("HRSA") to provide renovations and expansion of services at the Leased Premises (the "HRSA Grant"); and

WHEREAS, as a condition of receiving the HRSA Grant the County and the Free Clinic agree to amend the current Lease by adding five additional years to the Term of Lease so that the Lease will now expire in 2027 and to include the following restrictive terms that address the HRSA Grant:

a) The Free Clinic agrees not to sublease, assign or otherwise transfer the property or use the property for a non-HRSA Grant purpose(s) without written approval from HRSA at any time during the term of this Lease Agreement;
b) The County shall inform HRSA of any default by the Free Clinic under the Lease Agreement;
c) The County Agrees at any time during default, to delay exercising any remedy under the Lease until HRSA has had sixty (60) days from the date of receiving notice of default in which to attempt to eliminate the default.
d) The County agrees that HRSA may intervene to insure the default is eliminated by the Free Clinic or by another entity named by HRSA.

e) The County agrees to accept payment of money or performance of any other obligation by the HRSA's designee, for the Free Clinic, as if such payment of money or performance had been made by the Free Clinic; and
f) The County and Free Clinic agree that in the event that the Free Clinic defaults, the Grant is terminated or the Free Clinic vacates the Leased Premises before the end of the Lease Term, HRSA shall have the right to designate a replacement for the Free Clinic for the balance of the Lease Term, subject to approval by the County, which shall not be withheld except for good reason.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree to amend the Lease Agreement as follows:

1) The paragraph entitled Term of Lease on Page 1 of the Lease Agreement is hereby amended to reflect that the Term of the Lease shall expire Twenty-Five (25) years after the Commencement Date.
2) The paragraph entitled Use of Premises on Page 2 of the Lease Agreement is hereby amended to add that the Leased Premises shall not be used for non-HRSA Grant purposes without written approval from HRSA.
3) The paragraph entitled Default on Pages 5 and 6 of the Lease Agreement is hereby amended to add the following:

    a) The County agrees to provide HRSA with notice of any default by the Free Clinic. HRSA may intervene to insure the default is eliminated by the Free Clinic or another entity named by HRSA. The County shall, in the event of a default, delay exercising any remedy under the Lease until HRSA has had sixty (60) days from the date of receiving notice of default in which to attempt to eliminate the default.
    b) The County agrees to accept payment of money or performance of any other obligation by the HRSA's designee, for the Free Clinic, as if such payment of money or performance had been made by the Free Clinic; and
    c) The County and Free Clinic agree that in the event that either the Free Clinic defaults, the HRSA Grant is terminated or the Free Clinic vacates the Leased Premises before the end of the Lease Term, HRSA shall have the right to designate a replacement for the Free Clinic for the balance of the Lease Term, subject to approval by the County, which shall not be withheld except for good reason.
4) The paragraph entitled Assignment and Sublease on Page 6 of the Lease Agreement is hereby amended to add that this Lease may not be assigned, transferred or sublet by the Free Clinic without the County's and HRSA's prior written approval.
5) All other provisions and covenants contained in the Lease Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Lease Agreement this _____ day of _____, 2016.

BOARD OF SUPERVISORS OF THE COUNTY
OF MONTGOMERY, VIRGINIA

By: _____
_____, Chair

FREE CLINIC OF THE NEW RIVER VALLEY, INC.

By: _____
Michelle Brauns, Chief Executive Officer

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me in the County and State aforesaid, this _____ day of January, 2016 by_____, Chair of the Board of Supervisors of the County of Montgomery, Virginia.

My commission expires:
Registration Number:

_____
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me in the County and State aforesaid, this _____ day of January, 2016 by Michelle Brauns, Chief Executive Officer of the Free Clinic of the New River Valley, Inc.

My commission expires:
Registration Number:

_____
Notary Public