

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 19-748-EP
AMENDMENT NUMBER 02**

This **Amendment Number 02** is made on **April 16, 2021** and amends **Agreement Number 19-748-EP** ("Main Agreement") dated **July 10, 2019** between **Tribute at One Loudoun, LLC** ("Contractor") and the **County Board of Arlington County, Virginia** ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. CORRECT THE CONTRACTOR'S LEGAL BUSINESS NAME

Tribute at One Loudoun, LLC is in all instances replaced with HSRE-TSL III TRS, LLC dba Tribute at One Loudoun. The term "Contractor" in the Main Agreement means HSRE-TSL III TRS, LLC dba Tribute at One Loudoun, a Texas Limited Liability Company authorized to do business in the Commonwealth of Virginia.

2. REPLACE THE AUDIT PARAGRAPH 31 IN ITS ENTIRETY WITH THE FOLLOWING:

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

HSRE-TSL III, LLC DBA TRIBUTE AT ONE LOUDOUN

AUTHORIZED:
SIGNATURE: _____

AUTHORIZED:
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____