**LEASE AMENDMENT**

**ADDRESS OF PREMISES**
Pantops Group Office Building
1470 Pantops Mountain Place
Charlottesville, Virginia 22911-4600

**LEASE AMENDMENT No. 1**
TO LEASE NO. GS-03P-LVA12168
PDN Number: N/A

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

PANTOPS GROUP LLC
whose address is:
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 increase rent due to BSAC costs due to completion of the security window film.

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 **4/1/2015** as follows:

A. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

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

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:**

Name:  
Title: Managing Member  
Entity Name: Pantops Group LLC  
Date:  

**FOR THE GOVERNMENT:**

Signature:  
Name: Lease Contracting Officer  
Title: GSA, Public Buildings Service  
Date: May 26, 2015

**WITNESSED FOR THE LESSOR BY:**

Signature:  
Name:  
Title:  
Date: 5/19/15
### Lease Amendment No. 1 - GS-03P-LVA12168

**Table of Annual Rent Breakdown**

<table>
<thead>
<tr>
<th></th>
<th>Firm Term - Effective 11/1/14</th>
<th>Firm Term - Effective 4/1/15</th>
<th>Firm Term</th>
<th>Non-Firm Term (Years 6-10)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ANNUAL RENT</td>
<td>ANNUAL RENT</td>
<td>ANNUAL RENT</td>
<td>ANNUAL RENT</td>
</tr>
<tr>
<td><strong>Prior to Reduction</strong></td>
<td>$491,752.85</td>
<td>$491,752.85</td>
<td>$450,369.70</td>
<td>$493,878.00</td>
</tr>
<tr>
<td><strong>TENANT IMPROVEMENTS RENT</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>TBD</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Operating Costs</strong></td>
<td>$173,333.25</td>
<td>$173,333.25</td>
<td>$158,746.50</td>
<td>$158,746.50</td>
</tr>
<tr>
<td><strong>Building Specific Amortized Capital (BSAC)</strong></td>
<td>$0.00</td>
<td>$3,895.31</td>
<td>$3,895.31</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Annual Rent</strong></td>
<td>$665,086.10</td>
<td>$668,981.41</td>
<td>$613,011.51</td>
<td>$652,624.50</td>
</tr>
</tbody>
</table>

1. **Shell rent calculation:**
   - (Firm Term) prior to reduction: $19.15 per RSF multiplied by 25,679 RSF
   - (Firm Term) after reduction: $19.15 per RSF multiplied by 23,518 RSF
   - (Non Firm Term) $21.00 per RSF multiplied by 23,518 RSF

2. The Tenant Improvement Allowance of $39.26 is amortized at a rate of 5% per annum over 5 years (Based on proposed SF reduction amount of 20,450 ABOA SF).

3. Operating Costs rent calculation:
   - Prior to reduction: $6.75 per RSF multiplied by 25,679 RSF
   - After reduction: $6.75 per RSF multiplied by 23,518 RSF

4. Building Specific Amortized Capital (BSAC) of $15,926.00 is amortized at a rate of 5 percent per annum over 55 months.

5. Plus BSAC and TI rental component

The BSAC charges shall commence on 4/1/2015 and continue for 55 months.

Lessor shall pursue a reduction in electrical costs (rate schedule change, etc.) with Dominion Virginia Power Company within three (3) months of lease commencement. The Lessor shall advise Government of results and pass cost savings, if applicable, to the Government in the form of a reduced operating rent.

Tenant Improvements shall be completed after the 11/1/14 lease commencement date. Lessor is responsible for funding tenant improvements in the rent over the firm term at 5% amortization rate. Upon completion, inspection and approval of the tenant improvements, Lessor and Government shall confirm square foot measurement and a separate lease amendment shall be done to reflect revised square footage and rental rate.

INITIALS: [LESSOR] & [GOVT]

Lease Amendment Form 12/12