

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LVA12168
ADDRESS OF PREMISES Pantops Group Office Building 1470 Pantops Mountain Place Charlottesville, Virginia 22911-4600	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 issue notice to proceed for the [REDACTED] paint and carpet alterations.

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 execution by the Government, as follows:

A. The Lessor shall furnish and provide all labor, materials, material handling, tools, equipment, equipment testing, services, and associated work to provide, install, complete and maintain said work, outlined in the Worley Associates Plan (dated 7/23/2015) and the Lessor's TICs Table (submitted on 12/14/2015), incorporated via reference.

The Lease Amendment consists of the following documents hereto attached:

- a. Lease Amendment Form
- b. General Conditions for Lease Alterations

B. This Lease Amendment serves as Construction Notice to Proceed (NTP) for the [REDACTED] paint, carpet and HVAC alterations in the amount of [REDACTED]

In accordance with the Lessor's TICs table (dated 8/21/2015 & revised and re-submitted on 12/14/2015), the total trade costs are [REDACTED] and design costs are \$12,560.00, for a total of \$150,981.35. This amount including the Lessor's Project Management Fee of [REDACTED]), provides for a total price to the Government of [REDACTED]. The construction amount

This Lease Amendment contains 4 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:

Signature: [REDACTED]
Name: [REDACTED]
Title: Managing Member
Entity Name: Pantops Group LLC
Date: 3/8/16

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/9/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: L. Lisa A. Turner
Title: N/A
Date: 3/8/16

includes move coordination services in the not to exceed amount of \$25,200.00 for this 7-Phased alterations project. Lessor shall work with move contractor to reduce the total costs and provide detailed invoices, receipts, and other documentation to support the move coordination services. The construction amount also includes the purchase and installation of a 3-ton HVAC unit. Lessor is responsible for the maintenance and operation of this unit throughout the lease term. The construction costs shall be amortized in the rent over five years, at a 5% amortization rate upon completion, inspection, acceptance and approval of the space by the Government. A separate lease amendment shall be completed to reflect the revised rental rate.

- C. Prior to construction commencement, the Government shall coordinate a pre-construction and move coordination meeting with the Lessor. The Lessor shall deliver the space ready for Government occupancy within 60 calendar days from this lease amendment execution.
- D. All work for this project shall be performed in accordance with Lease Number GS-03P-LVA12168 and the "General Conditions for Lease Alterations" (Exhibit A), which is hereby attached and made part of this lease.

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INITIALS: dtj LESSOR & JJZ GOVT