

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT ADDRESS OF PREMISES Greenbrier Office Park, Building #2 1600 North Coalter Street Staunton, VA 24401-2566	TO LEASE NO. GS-03B-11343 PDN Number: NA

THIS AMENDMENT is made and entered into between Staunhope Properties, LLC

whose address is: 1600 North Coalter Street, Suite #19
Staunton, VA 24401-2566

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 commence the Lease, establish the rent, and establish the commission and commission credit.

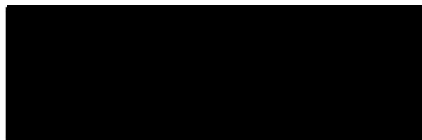
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2015 as follows:

- A. The Lease Term Commencement date is hereby established as December 1, 2015. The lease term is established as December 1, 2015 through November 30, 2025, subject to termination rights established in Paragraph 4 of the Lease.

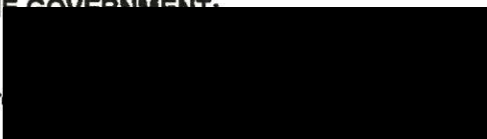
This Lease Amendment contains 2 pages.

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.

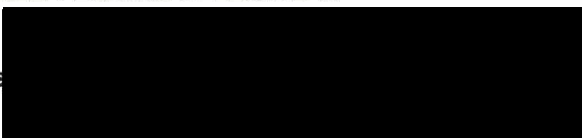
FOR THE LESSOR:

Signature: 
Name: _____
Title: _____
Entity Name: Staunhope Properties LLC
Date: 12/18/15

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/21/15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: 12/18/15

B. Paragraph 3 of the Lease has been deleted in its entirety and replaced with the following:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$65,560.00	\$65,560.00
TENANT IMPROVEMENTS RENT ²	\$ 44,470.64	\$0.00
OPERATING COSTS ³	\$ 31,735.00	\$ 31,735.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$141,765.64	\$97,295.00

¹Shell rent calculation:
 (Firm Term) \$11.92 per RSF multiplied by 5,500 RSF
 (Non Firm Term) \$11.92 per RSF multiplied by 5,500 RSF
²The Tenant Improvement Allowance of \$189,403.00 is amortized at a rate of 6.5 percent per annum over 5 years.
³Operating Costs rent calculation: \$5.77 per RSF multiplied by 5,500 RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term."

C. Paragraph 6B of the Lease has been deleted in its entirety and replaced with the following:

"6B. BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

Robert Lipman, (Small Business Partner with CBRE for the GSA National Broker Contract), and its co-broker John Burweger, (collectively "Broker"), is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to the Broker with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$11,813.80 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$11,813.80 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$11,813.80 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment of \$11,813.80 shall commence in full."

INITIALS: RLV & EA
 LESSOR & GOVT