

**Lease Rider No. 1**  
**SFO No. 06-009 Lease No: GS-11B-01928**

1. As part of this offer, the existing 1970 office building will be completely renovated except for the existing fire stairs and elevator shafts. The new exterior will be precast concrete spandrels and column covers. New insulated glass windows will be installed and the windows will be thermal break aluminum, painted. Canopies will be added at the north and south entrance to the main building lobby. (See Quality and Appearance of Building Drawing) New roof insulation and a new roof membrane will be installed. The penthouse enclosure and screen wall will be metal panel. The building cores will be rebuilt on the first, second and third floors. Each new core will contain new restrooms, mechanical rooms, new telephone and electric closets, and a new janitor's closet.
2. Tenant will contribute \$9,740,000.00 to pay for certain above standard security, HVAC, and electrical requirements (the "Above Standard Requirements") pursuant to Amendment No.1 and Section 3.1.C. of the SFO No. 06-009. Notwithstanding the amount of the Tenant's contribution, the Lessor is responsible for all cost and expenses required to deliver the Above Standard Requirements by the required Substantial Completion date. Should the Tenant request that the Lessor modify the scope or required performance of the Above Standard Requirements from the requirements outlined in the SFO, the Lessor may request a cost adjustment or the Tenant may be entitled to a cost credit. If the modification is requested by the Tenant during the base building design stage, the Lessor shall obtain construction bid alternates from subcontractors in order to validate the cost adjustment or cost credit for the requested change in scope.
3. A requirement of this lease is that the Government must be the sole occupant of the building and within the fenced secured site. Only Government tenants which are compatible with [REDACTED] security requirements may be considered as acceptable occupants in the building. Before the Lessor can offer space in the building to other Governments tenants, GSA [REDACTED] must mutually agree that the proposed tenant is acceptable. GSA [REDACTED] acceptance shall not be unreasonably withheld. Any acceptance or consent must be in writing.
4. Pursuant to Section 1.13, Broker Commission and Commission Credit in the SFO No. 06-009, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. In accordance with the Broker Commission and Commission Credit section, the Broker has agreed to forego [REDACTED] of the commission that is it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED]. The Commission Credit shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" section in the SFO attached to as part of this lease.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The credit shall be taken as a one time reduction in shell rent with the schedule of rental payments as indicated below:

First Month's Rental Payment \$460,459.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$460,459.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Beginning with Third Month's rental payment through the end of the firm term of the lease, all monthly rental payments will be \$460,459.10.

5. The Lessor shall provide to the Tenant with a Tenant Improvement Allowance in the amount of \$35.00 per rentable square foot or \$5,775,000.00 amortized at (0%) zero percent interest. Any un-used tenant allowance will be converted to free rent. Such alterations shall be described and identified in the approved construction drawings used to construct the Government demised area. The Tenant Improvement Allowance is to be provided by the Lessor to the Government at lease execution.
6. The Design and Construction Schedule attached to this Lease (the "Baseline Schedule") denotes a "Notice of Award" date, which is defined as the date the Government executes the Lease. Upon the Government's execution of the Lease the Lessor will create a modified schedule to reflect the actual date the Government executes the Lease while maintaining the critical path, dependent links between tasks, and duration of each task shown in the Baseline Schedule (the "Modified Schedule"). The required Substantial Completion will be adjusted to the date shown on the Modified Schedule.

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**7. Notice and Cure.**

Notwithstanding any provision to the contrary in Form 3517B (General Clauses) or elsewhere in the lease:

(a) In any instance where, due to an event of default or an alleged event of default, the Government has the right to offset any rent becoming due and payable in excess of Ten Thousand Dollars (\$10,000), terminate the lease, or otherwise exercise any self-help remedy the cost of which exceeds Ten Thousand Dollars (\$10,000), the Government shall provide Lessor and Lessor's lender with written notice and a reasonable opportunity to cure such default, provided, however, the foregoing shall not prevent the Government from taking immediate action to respond to an imminent health or safety threat;

(b) If the Government must vacate the premises as a result of a fire or other casualty, the Government may elect to give Lessor a written notice of the Government's intent to terminate the lease. Within five (5) working days of receipt of such notice, Lessor shall notify the Government whether the premises can be rebuilt or restored within three hundred sixty (360) days and, if so, whether it intends to rebuild or restore the premises. If Lessor so elects, the Government shall have no right to terminate the lease and Lessor shall reimburse the Government for the reasonable cost of leasing comparable premises to the extent that such costs exceed the rent due pursuant to this lease during the period that the premises are being rebuilt or restored. Lessor shall also reimburse the Government the reasonable costs incurred by the Government for moving back into the premises after such rebuilding or restoration. Lessor shall not be responsible for costs incurred by the Government for moving out of the premises. If Lessor elects not to rebuild or restore the premises, the lease shall terminate upon delivery of Lessor's notice of its election not to rebuild or restore the premises to the Government. If the premises cannot be rebuilt or restored within three hundred sixty (360) days, the lease shall terminate upon delivery of Lessors notice of such to the Government.

**8 Assignment.** The second sentence of Clause 2 in Form 3517B (General Clauses) shall be deleted in its entirety and replaced with the following: "The Government may at any time assign this lease, provided that the Government shall remain liable for all of the obligations of the tenant under the lease unless the proposed assignee provides Lessor with the security reasonably acceptable to Lessor and Lessor's lender."

**9. Alterations.** The following sentence is hereby added to the end of Clause 19: "The Government shall provide five (5) working days prior written notice before commencing any alterations in accordance with this paragraph that may affect the building's structure or any major building system. Any such alterations shall be subject to Lessors consent, which shall not be unreasonably withheld. Lessor shall respond to a request for consent within five (5) working days of receipt of such notice from the Government."

**10. Lessor shall complete Attachment #4 – "Fire Protection and Life Safety Evaluation" prior to the Government's acceptance of the space. Lessor shall ensure and provide, as necessary, at Lessor's expense, all fire safety improvements per SFO paragraphs 8.2, 8.3 and 8.4, to ensure the building meets all local and national codes including NFPA 101. The Lessor shall correct all deficiencies and comply with all recommendation(s) in the evaluation and recommendation(s) identified by GSA fire protection engineers.**

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