

STANDARD FORM 2  
GENERAL SERVICES  
ADMINISTRATION

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

10/13/09

LEASE NO. GS-04B-48871

THIS LEASE, made and entered into this date by and between **Downtown Miami Mall, LLC**

Whose address is: **551 Fifth Avenue, 34<sup>th</sup> floor**  
**New York, NY 10176**

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: A total of 27,325 Rentable Square Feet (RSF) of office and related space (23,157 ANSI/BOMA Office Area Square Feet (OASF) in The Offices at the Omni, 1645 Biscayne Boulevard, Miami, Florida 33132. A total of sixty (60) structured parking spaces are to be provided at no extra cost to the Government of which fifty-six (56) parking spaces are to be located in the structured parking garage serving the building and four (4) parking spaces will be caged and shall be located in the building's loading dock in the structured parking garage serving the building.

to be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 2010 through June 30, 2020, subject to termination and renewal rights as may be hereinafter set forth. Lease commencement date will be determined based upon the timely and successful completion of Tenant Improvements (120 working days from Notice to Proceed) and will be finalized by the Acceptance of Space at Beneficial Occupancy, upon which rental payments will begin.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF<sup>1</sup></u>	<u>RATE per OASF<sup>2</sup></u>	<u>MONTHLY RATE</u>
Years 1-5	\$1,393,575.00	\$51.00	\$60.18	\$116,131.25
Years 6-10	\$1,584,850.00	\$58.00	\$68.44	\$132,070.83

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF.

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

4. ~~The Government may terminate this lease at any time by giving at least \_\_\_\_\_ days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

**DELETED**

**DELETED**

**DELETED**

**DELETED**

**DELETED**

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6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per OASF as noted in Paragraph 3 above, in accordance with Clause 22 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum usable square footage requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Downtown Miami Mall, LLC**  
**551 Fifth Avenue, 34<sup>th</sup> floor**  
**New York, NY 10176**

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 7FL2341.
- B. Buildout in accordance with Solicitation for Offers 7FL2341. Lessor design intents drawings will be furnished within sixty (60) working days subsequent to lease award. All tenant alterations to be completed within one hundred twenty (120) working days from receipt of the Government's notice to proceed for tenant improvements or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2. Paragraph 5.11.B, C. and D. are supplemented to provide that the Government's approval will be deemed to have been granted if no response has been received from the Government within twenty (20) days following Lessor's second submittals.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

8. The following are attached and made a part hereof:

- A. Solicitation for Offers 7FL2341, Amendment No. 1 dated July 10, 2009.
- B. GSA Form 3517 entitled General Clauses (Rev. 11/05).
- C. GSA Form 3518 entitled Representations and Certifications (Rev. 01/07).
- D. Floor plans, titled Attachment "A", by reference.
- E. Site plans and elevation plans, titled Attachment "B", by reference.
- F. Modifications to the General Clauses (3 pages).
- G. [REDACTED]

(3 pages).

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR: Downtown Miami Mall, LLC**

BY

Mark K. Testalbrun

(Signature)

IN THE PRESENCE OF:

[Signature]

(Signature)

(Address)

**UNITED STATES OF AMERICA:**

BY

James F. Thompson

(Signature)

**GENERAL SERVICES ADMINISTRATION**

**James F. Thompson, Contracting Officer**

9. The date of this lease, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated September 9, 2009, submitted by the Lessor under SFO No. 7FL2341 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. Occupancy Date: The date of July 1, 2010 in Paragraph 2 of the SF-2 is the estimated effective date. If the actual date of substantial completion is different from this date, then the actual effective date shall be established by Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date. The required occupancy date in the SFO is amended from 100 working days to 120 working days. The required 120 working days shall commence after (i) Lessor has received the Government's Tenant Improvement Notice to Proceed in the form of a Supplemental Lease Agreement; (ii) Lessor has received the Government's authorization for any cost of the tenant improvements to be borne by the Government in excess of the Tenant Improvement Allowance; and (iii) Lessor has received a building permit for the tenant improvements from the City of Miami, Florida. The 120 working day period shall be extended on a day for day basis for (a) delays caused by the Government; (b) delays caused by force majeure; and (c) delays caused by the City of Miami, Florida.
11. Tenant Improvement: The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$4.24 OASF rounded or \$981,856.80 amortized at an interest rate of 0% over 10 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$4.24 OASF rounded or \$981,856.80, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$4.24 OASF rounded or \$981,856.80 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.
1. Paragraph 3.3 is modified to provide that the Government shall not apply the T/I to non-capital items in the nature of furnishings and non-capital equipment.
  2. Paragraph 3.3.3 is modified to provide, under 3) therein, that any increase in the rent according to the amortization rate over the firm term of the lease shall be limited to ten percent (10%) of the rent prior to such increase.
  3. To the extent that any then-current tenant is not exempt, it shall be required to pay, with its payments of rent, all applicable sales taxes, parking surcharges, and other such governmental charges simultaneously with each payment of rent. Lessor acknowledges that the Government enjoys a currently applicable exemption with respect to such payments.
  4. In the event the Government fails to timely vacate the premises at the expiration of the applicable term or if the Lease is earlier terminated, Government shall pay Lessor 125% of all monthly Rent and other charges due under the Lease for the last month of the Term or any renewal. No acceptance by Lessor of holdover rent shall serve to extend the term of the Lease.
12. The rent rate in paragraph 3, the Building Specific Security provided in the lease is [REDACTED] amortized at an interest rate of 0% over 10 years.
13. Unique Requirements: The Unique Requirements set forth in Paragraph 1.2 of the SFO are clarified as follows:
1. With respect to 1.2.C., the following provisions are available for the limited number of detainees that the Government anticipates will require transport: (i) Lessor will cause all ingress and egress by detainees to the premises to be directly from the doors of the premises appurtenant to the parking garage to a secure vehicle in one the Government's designated parking spaces immediately adjacent to the garage door of the premises. Government shall include in the tenant improvements any design and construction requirements to assure private access from any holding facility in the premises to the garage area immediately adjacent to the premises.
  2. With respect to 1.2.E., the live load of the premises is 75 pounds per square foot; any required bracing for heavy installations such as safes, vaults, and a gym area shall be included in the tenant improvements.
  3. With respect to 1.2.G., the Government shall provide any requisite security for employees working outside of normal business hours for the building, and shall follow standard building procedures to notify Lessor's on-site security personnel if it anticipates that any persons shall be in the premises on an overnight basis.

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4. With respect to 1.2.H., any required supplemental HVAC shall be included in the tenant improvements.
5. In the event that the Government anticipates that queuing and crowding will occur outside of the premises at any time, it will use reasonably efforts to give Lessor notification. In such event, or in the event that queuing and crowding occurs inside or outside the premises or Building, Lessor may hire security guards or assign security guards already posted at the Building and/or install temporary, removable crowd control devices in areas designated by Lessor. Lessor can submit a claim to GSA for reimbursement of the cost and expense in providing such security services.
14. Access and Appurtenant Areas: Paragraph 1.5 of the SFO is clarified to provide that the Government's posting of Government rules and regulations shall be inside the premises.
15. Parking: A total of sixty (60) structured parking spaces are to be provided at no extra cost to the Government of which fifty-six (56) parking spaces are to be located in the structured parking garage serving the building and four (4) parking spaces will be caged and shall be located in the building's loading dock in the structured parking garage serving the building. The Government's use of all such parking spaces shall be with standard passenger vehicles; in the caged parking area, however, the Government shall be permitted to have up to one limousine, and the remaining vehicles may be Chevy Suburbans or similar vehicles.
16. Building Shell Requirements: Paragraph 1.12.A.9 is clarified to provide that the requisite electrical closet will be located in the premises. Paragraph 1.12.A.10 is clarified to provide that the Government has inspected common area and parking garage lighting and accepts them in their existing condition.
17. Seismic Safety: Paragraphs 2.2 and 2.3 are hereby deleted, as Miami, Florida is located in Seismic Zone "0". In addition, Paragraph 3.6.A.2. is hereby deleted.
18. Common Area Factor: In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 18% rounded, based on 23,157 ANSI/BOMA Office Area Square Feet (OASF) and 27,325 rentable square feet.
19. Tax Adjustment: In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 35.7% (Based on Government occupancy of 27,325 rentable square feet and total building area of 76,601 rentable square feet). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.
  1. Lessor and Government agree that the Tax Adjustments shall be calculated as follows. Since the building located at 1645 Biscayne Boulevard contains both office and other uses, it shall be reasonable for Landlord to establish Real Estate Taxes for the premises by reference to Real Estate Taxes, on a square foot basis, for the building located at 1501 Biscayne Boulevard and owned and operated by Lessor in a manner reasonably consistent with the building. Accordingly, Lessor shall, for the 2010 calendar year (and subsequent years), divide Real Estate Taxes for the building located at 1501 Biscayne Boulevard by the number of rentable square feet therein, namely 346,925. Lessor shall then multiply the quotient by the number of rentable square feet in the premises to determine the Real Estate Tax Base (and Tax Adjustments due for subsequent years). In years subsequent to calendar year 2010, the Tax Adjustment shall equal the difference between the Real Estate Tax Base and Real Estate Taxes as computed by the foregoing procedure for such subsequent year. In the event, however, the tax lot for the building is revised during the lease term or the size of the building or the building located at 1501 changes during the lease term, Lessor shall equitably Tax Adjustments accordingly, applying consistent methodology.
  2. Paragraph 4.2.C.1. and Paragraph 4.2.C.4. are hereby deleted as impracticable under tax assessment procedures for the building.
  3. The 15 calendar day period set forth in Paragraph 4.2.C.8. is hereby modified so that it is a 45 calendar day period.
  4. Paragraph 4.2.D. is deleted as inapplicable to this Lease.
20. Operating Costs: In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$13.84 POASF (\$11.73 PRSF) rounded or \$320,507.69.

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21. Adjustment for Vacant Premises: In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$1.50 OASF (rental reduction), \$1.27 per RSF for space vacated by the Government prior to expiration of the term of the lease. Any adjustments shall occur only in increments of 10% or more of the size of the premises.
22. Hours of Operation: In accordance with Paragraph 4.5 (Normal Hours), Hours of operation are established to be 7:00am to 6:00pm, Monday – Friday.
23. Overtime Usage: In accordance with Paragraph 4.6 (Overtime Usage), it is established that the overtime charge is \$50.00 per hour (no zones) for HVAC and electrical overtime usage for years 1-10. Paragraph 4.6.B of the SFO and all other instances under the Lease in which the Government may issue oral directives is hereby revised to provide that such directives shall, except in emergencies, be in writing.
24. Janitorial Services: Paragraph 4.8.D.12 is supplemented to provide that the premises is located in a no-smoking building. Further, Paragraph 4.8.D.12 is supplemented to provide that Lessor shall replace worn floor covering in the premises one time during the firm term of the Lease with the timing to be determined by Government's written request, but in no event earlier than the fifth anniversary of the Lease commencement date. In addition, Paragraph 4.8.D.12. is modified to provide that any cleaning services provided to restrooms (except restrooms that were part of the common areas until the demising of the premises) the gym, the detainee area, or other such non-office portions of the premises shall be at a separate charge, as additional rent to the Government, based upon Landlord's reasonable estimates of such costs. And as determined in a supplemental lease agreement Landlord shall designate and confirm such non-office portions of the premises to the Government upon its review of the architectural drawings for the premises and they shall be specifically identified in such supplemental lease agreement.
25. Maintenance and Testing of Systems: Paragraph 4.11.A. is supplemented to provide that copies of the designated records shall be forwarded to the Government promptly following the Government's written request from time to time. Paragraph 4.11.B. is supplemented to provide that any witnessing of tests by a designated representative of the Contracting Officer shall be subject to the timely written request made by the Contracting Officer or its representative in sufficient time prior to the conduct of such tests so that arrangements can reasonably be made for the presence of the Contracting Officer's representative.
26. Novation and Change of Name: Paragraph 4.12.G. is hereby deleted and the following is substituted. "The parties shall cooperate with each other with respect to the sale of the building by the lessor. The Government shall not have the right to prevent the sale or unreasonably delay the sale of the building provided that purchaser is not on the debarred bidder's list, is not an entity that has been designated as supporting terrorism or other criminal activity; and the purchaser complies with 48 CFR 42.1204 or 42.1205, as the case may be, with the understanding that the Government will enter into a novation agreement under 48 CFR 42.1204 if the requirements set forth in this sentence have been satisfied. The parties agree that no personal liability has at any time be enforceable against the employees, officers, directors, shareholders, partners, or agents of the other party.
27. Security: Paragraph 5.1 is modified to provide that Lessor's obligation to provide security shall not exceed the common security offered in first class office buildings in downtown Miami, Florida. If the Government requires any security in addition to that provided by Lessor then the Government shall provide such security at its sole cost and expense.
28. Alterations: Paragraph 5.4 is hereby modified to provide that the Government's alterations (including, without limitation, the placement of specialized furnishings, fixtures and equipment in the premises such as, for example, gym equipment) shall be subject to Lessor's prior written consent, which Lessor shall not unreasonably withhold, condition or delay provided that (i) such proposed alteration is consistent in style and quality with the initial tenant improvements constructed by Lessor for the Government under the terms of this Lease; (ii) such proposed alterations do not have an effect on the Building's structure or systems except to a de minimus extent; and, if a building permit is required for their construction, comply with all applicable law and code; and (iii) such proposed alterations do not involve the installation of wallpaper, which is prohibited. Lessor shall not, however, be required to make such alterations and may require the Government to perform them.
29. Waiver of Restoration: Paragraph 5.5 is hereby revised to provide that Lessor does not waive the requirement for the Government to cause any vault, safe, detainee room improvements, raised flooring, gym facility, security enhancements (whether

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electronic, structural, or otherwise) and other similar alterations and tenant improvements that are inconsistent with Class A office use to removed, and the premises restored to substantially the same condition as that existing on the effective date. At the Government's written election prior to the expiration or earlier termination of the Lease, the Government may make the written election to pay to Lessor a settlement in the amount of Lessor's cost of restoration, which cost shall be reasonably agreed upon by Lessor and the Government following completion of the Government's architectural drawings and which shall be reflected in a supplemental lease agreement.

30. Liquidated Damages; Default in Delivery: Paragraph 5.7 is revised to provide that Lessor shall have a grace period of 30 days before liquidated damages shall be assessed. Paragraph 11(c) (Default in Delivery) is hereby amended to provide that delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by the lease shall not give rise to termination rights if such deviation is 5% or less of such required square footage.
31. Construction Schedule and Acceptance of Tenant Improvements:
1. Paragraph 5.11.B, C. and D. are supplemented to provide that the Government's approval will be deemed to have been granted if no response has been received from the Government within twenty (20) days following Lessor's second submittals.
  2. Paragraph 5.11.G.1. is modified to provide that the Lessor's written notice to the Government shall be five (5) days prior to the completion of interior construction and that the Government shall have five (5) days following such written notice to accept or reject the subject space. Paragraph 5.11.G.2 is hereby modified to provide that the Lessor shall provide either a valid temporary certificate of completion or a permanent certificate of completion otherwise meeting the requirements of the Certificate of Occupancy required therein.
  3. Paragraph 5.12 is modified to provide that Lessor's written progress reports shall be provided at the interval of two times per month.
  4. Paragraph 5.14 is modified to provide that as-built plans will be provided within thirty (30) days following occupancy.
32. General Architecture:
1. Paragraph 6.4.A. is clarified to provide that references to the "exterior" do not include the common area walls within the premises, and that the Government accepts the existing configuration of exterior walls.
  2. Paragraph 6.5.B. is modified to provide that no draperies shall be required.
  3. Paragraph 6.6.A.1. is modified to provide that floors that do not meet such requirements shall be spot corrected by Lessor or otherwise subject to Lessor's reasonable corrective efforts.
  4. Paragraph 6.6.B. is modified to provide that the Government accepts the existing load capacity of the flooring in the Premises. Any required bracing shall be part of the T/I.
  5. As otherwise noted, the Government accepts all conditions in the common areas, which have been recently constructed and are acceptable to the Government.
  6. Paragraph 6.11 is supplemented to provide that the existing lock to the Building's tenant directory is acceptable to the Government.
  7. Paragraph 6.12 is supplemented to acknowledge the Government's prior approval of existing landscaping.
33. Radon: In accordance with Paragraph 9.7 (Radon in Air) and Paragraph 9.8 (Radon in Water), a Radon Certification must be furnished within 150 days following the Government's transmittal of the executed lease. Lessor must complete any required corrective action at no additional costs to the Government within 30 days following Lessor's completion of such initial tests, and the completion of such corrective action shall be verified by Lessor's transmittal to the Government of retesting results after award. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer. The following language is included in the Lease in accordance with the disclosure requirement set forth in Florida Statute 404.056: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
34. Design, Construction and other Post-Award Activities:
1. Paragraph 5 of the SFO and the lease as a whole are clarified to provide that Lessor may perform construction and modify the building, the common areas, the parking facility, and adjoining buildings controlled by Lessor at any time

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(including during business hours) provided that any such modifications shall not adversely affect the Government's ability to use the premises for the permitted use and so long as such work is in keeping with a Class A building and project.

2. Paragraph 5.11.A. is hereby modified to provide that the Government shall issue a Supplemental Lease Agreement representing the Notice to Proceed within thirty (30) days following its receipt of the last required submittal by Lessor. For each day after such thirtieth (30<sup>th</sup>) day, the Lessor may equitably increase the Tenant Improvement rental Adjustment to include such costs and assessments levied by Lessor's general contractor and other service providers for such delay.
3. The Government agrees that no diminution of light or view by any structure which may hereafter be erected (whether or not by Lessor) shall entitle the Government to any reduction of rent hereunder, result in any liability of Lessor to the Government, or in any other way affect this Lease.

35. Architectural Finishes:

1. Paragraph 7.11.A. is hereby supplemented to provide that the Government accepts the existing Building shell, elevators and rest rooms in their existing condition, subject to Lessor's maintenance obligations under the Lease.
2. Paragraphs 7.11 A. and B. are supplemented to provide that the Lessor shall not permit wallpaper in the premises or common areas.
3. Paragraph 7.11.B. is supplemented to provide that Lessor shall be responsible for reasonable wear and tear and for the repainting of the premises each 5 years during the Lease term as set forth in Paragraph 7.12.B.
4. Paragraph 7.12.A.2. is supplemented to provide that Lessor's 3 year painting cycle may include repainting or touch up painting as required.
5. Paragraph 7.13.A. is supplemented to provide that the Government accepts the existing condition of the flooring of the common areas.

36. Mechanical, Electrical, Plumbing:

1. With respect to Paragraph 8.6, the Government accepts the existing, newly constructed toilet facilities to serve the premises located in the common areas in their as-is condition. No toilet facilities shall be constructed in the premises except in connection with any detainee holding area, and such toilet facility shall be part of the T/I. All detainees shall be required to use such toilet facilities in the premises; no detainee shall be permitted to use toilet facilities in the common areas.
2. Paragraph 8.5.A. is supplemented to provide that the Government accepts the existing drinking fountains in the common areas. Any supplemental drinking fountains required by the Government shall be included in the T/I.
3. Paragraph 8.6.A. is supplemented to provide that the Government accepts the existing toilet facilities in the common areas.
4. Paragraph 8.8 is supplemented to provide that any janitor closets required by the Government shall be located in the premises and a part of the T/I.
5. Paragraph 8.15.A. is supplemented to provide that Lessor's obligation to conceal data outlets shall be part of the T/I. The requirements of Paragraph 8.15.A. shall be the Government's obligation after Lessor's completion or the T/I.
6. Paragraph 8.17 is supplemented to provide that the Government accepts the existing elevators in the Building. The Government's use of the freight elevator shall be subject to existing rules and regulations and, after normal business hours, the Government shall give Lessor's on-site personnel written notification (which may be by facsimile or e-mail to Lessor's designated contacts).
7. Paragraph 8.18 is supplemented to provide that the Government accepts the existing lighting installed in the parking garage and common areas. Further, in the event of any conflict between the Government's requirements for the premises and the requirements of Florida's energy code, then such Florida requirements shall prevail.

37. Fire Protection, Life Safety and Environmental Issues: Paragraph 9 and the Lease as a whole are modified to provide that the requirements of the Florida building code (and such national codes and standards, and the National Fire Protection Act, to the extent incorporated by reference) shall prevail over any contrary requirements set forth in the Lease provided, however, that (i) the Lessor shall comply with any stricter requirement contained in the Lease, and (ii) Lessor shall provide the Government with written notice of any material contrary requirements in the Florida building code within twenty (20) days of obtaining knowledge of same.

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38. Lease Security Standards: Paragraph 10 is hereby modified as follows:

1. The Government accepts the current setback distance of the building and the premises.
2. The Government accepts the security standard of the building and parking garage in their AS-IS condition. Any additional security procedures or installations shall be part of the T/I or accomplished by the Government as alterations. Paragraph 10.10 is hereby deleted, subject to the Government's ability to require additional security methods in the premises.
3. The government accepts the existing parking garage in its current configuration and lighting and existing ingress and egress procedures. Lessor shall provide the Government with up to 2 spaces that are fenced for security in the portion of the parking garage immediately adjacent to the direct door from the premises to the parking garage to be included by the Government in its architectural requirements.
4. With respect to paragraph 10.22, the Government accepts the existing, newly installed windows in the building in their current condition without the requirement for any modifications.
5. With respect to paragraph 10.24, the Government accepts the current security design of the building. Any modifications shall be to the premises and part of the T/I.

39. As-is Acceptance. No reference herein to the Government's acceptance of the existing condition of the Building shall be deemed to release Lessor from its obligation to cause the Building to comply with the building code and the requirements of the Americans with Disabilities Act.

40. Commission: In accordance with the SOLICITATION FOR OFFERS 7FL2341, Paragraph 2.4 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The first three (3) months of base shell rental (Base Shell Rent =  $\$923,858.25/12 = \$76,988.19/\text{month}$ ) shall be abated as follows: rent credit of [REDACTED] per month for a period of three (3) months. The Lessor agrees to pay the Commission, less the Commission Credit, [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$116,131.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$116,131.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$116,131.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

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