

3) Paragraph 9 of the lease contract is deleted in it's entirety and replaced as follows:

The premises described in Paragraph 1 of this Standard Form 2 shall contain 16,550 ABOASF of office and related space, as identified in SFO 8FL2329.

4) Paragraph 10 of the lease contract is deleted in it's entirety and replaced as follows:

The rental rate in Paragraph 3 for the period 06/01/2010 through 05/31/2015 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 8FL2329, the Tenant Improvement allowance (T/I) provided in the lease is \$36.19 per ABOASF, or a total of \$598,981.57 amortized at an interest rate of 5.5% over five (5) years yielding an annual cost of \$137,294.93 at a rate of \$8.30 per ABOASF (\$7.21 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the T/I cost exceeds \$36.19 per ABOASF (for up to 16,550 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$36.19 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) 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. This does not apply to the shell build-out.

5) Paragraph 11 of the lease contract is deleted in it's entirety and replaced as follows:

In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8FL2329, the annual shell cost is established as \$246,406.74 yielding \$14.89 per ABOASF (\$12.95 per RSF) which is included in the rental rate in Paragraph 3 for the period 06/01/2010 through 05/31/2020.


6) Paragraph 12 of the lease contract is deleted in it's entirety and replaced as follows:

In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8FL2329, the percentage of Government occupancy is established as 22.39% (based on total building area of 85,000 RSF and the Government's occupancy of approximately 19,033 RSF). 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 ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

7) Paragraph 13 of the lease contract is deleted in it's entirety and replaced as follows:

In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 8FL2329, the annual operating cost is established as \$127,330.77 yielding an escalation base of \$7.69 per ABOASF (\$6.69 per RSF) which is included in the rental rate in Paragraph 3 for the period 06/01/2010 through 05/31/2020.

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8) Paragraph 14 of the lease contract is deleted in it's entirety and replaced as follows:

In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 8FL2329, the common area factor (CAF) is established as 15% or 1.15, based on 19,033 RSF and 16,550 ABOASF.

9) Paragraph 22 of the lease contract is deleted in it's entirety and replaced as follows:

In accordance with SFO No. 8FL2329, Paragraph 2.4, 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]. 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 Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

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 of \$42,586.04 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$42,586.04 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

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