

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE <i>February 9, 2011</i>
	TO LEASE NO. GS-04B-59164	PAGE 2 of 3

- "7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 D. Forty-six (46) surface, on-site parking spaces as part of the Lease, at no additional cost to the Government."
- "9. The premises described in Paragraph 1 of this SLA shall contain 6,184 ABOASF of office and related space."
- "10. The rental rate in Paragraph 3 for Months 1 - 60 includes all Tenant Improvements. The Tenant Improvement allowance (T/I) provided in the Lease is \$32.404680 per ABOASF for a total of \$200,390.54 amortized at an interest rate of 6.5% over five (5) years, yielding an annual cost of \$47,050.45 at a rate of \$6.86 per RSF / \$7.61 per ABOASF. 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 tenant improvement cost exceeds \$32.404680 per ABOASF (for up to 6,184 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 \$32.404680 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 buildout."
- "11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8SC2015, the shell rate is established as \$115,607.40 for years 1-10, yielding \$16.85 per RSF / 18.69 per ABOASF."
- "12. In accordance with Paragraph 4.1.C. (Measurement of Space) of SFO No. 8SC2015, the common area factor (CAF) is established as 10.93% or 1.1093, based on 6,860 RSF and 6,184 ABOASF."
- "13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8SC2015, the percentage of Government occupancy is established as 100% (based on total building area of 6,860 RSF and the Government's occupancy of approximately 6,860 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 (except as noted for rent free space), and in accordance with GSA Form 3517B, GENERAL CLAUSES."
- "14. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 8SC2015, the escalation base is established as \$43,370.55 for years 1-10, yielding \$6.32 per RSF / \$7.01 per ABOASF."

INITIALS: *D.B.* & *WJH*
 LESSOR & GOVT

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"19. In accordance with SFO NO. 8SC2015, 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 of [REDACTED] less [REDACTED] previously paid yields a remaining balance of [REDACTED] to be paid to the broker within thirty days after the Lessor's receipt of a commission invoice.

Notwithstanding Paragraph 3 of this SLA, 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 \$17,169.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$17,169.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

INITIALS: D.B & wgn
 LESSOR GOVT