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B. Pursuant to Paragraph "How to Offer," the Lessor shall provide to Government a Tenant Improvement Allowance in the amount of \$38.30 per BOUSF. The entire \$38.30 per BOUSF of said Tenant Improvement Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in any manner associated with any Government-expense connected with this Lease, including but not limited to the funding of: tenant and building shell design and improvements; additional Lessor-provided services; services provided by third-party consultants or technical advisors; and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent. The Tenant Improvement Allowance has been amortized at a rate of 0.00% over the ten (10) year firm Lease term. The total amount of the Tenant Improvement Allowance is \$9,383,500.00. The Government may use the Tenant Improvement Allowance anytime during the term of this Lease. A mutually agreed upon Supplemental Lease Agreement will be executed that illustrates the utilization of the Tenant Improvement Allowance and a rent credit, if any.

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The actual cost of any tenant or building shell improvements directed by the Government will be determined by the competition and cost proposal process as set forth in Paragraph 3.17.D. "Bidding Process", with the understanding that bidding shall take place at the subcontractor level and any work items provided for which there are not at least three qualified bidders shall be subject to Government review of cost and pricing data. All architectural and engineering fees for tenant and building shell improvements directed by the Government shall be paid for from the Tenant Improvement Allowance. Such architectural and engineering fees shall be at the Government's expense.

C. Pursuant to Paragraph 1.8 "How to Offer," it is agreed that the general contractor's total fees for overhead and profit for the any improvement's directed by the Government shall be 9.00% (including change orders), and the Lessor's total construction management fees shall be 0.00% (including change orders). The Lessor or General Contractor shall add any required regulatory fees and permit expenses at cost without any markup. All of these fees will be paid for out of the Tenant Improvement Allowance.

D. The Lessor remains responsible for any necessary maintenance, repair, and/or replacement in accordance with the requirements of this lease, including the attached SFO.

E. Pursuant to Paragraph 1.13 "Broker Commission," the Lessor shall be responsible for paying all brokerage commissions due in connection with the consummation of this Lease. A commission in the total amount of [redacted] of the gross aggregate value of the annual rental payments due under this Lease, excluding future Operating Cost and Real Estate Tax adjustments, payments for parking in excess of the 16 spaces included in the annual rent and rent to amortize any improvement allowance in excess of the [redacted] Tenant Improvement Allowance noted above (such commission amount being approximately [redacted]) (i.e., [redacted]) shall be paid by the Lessor to Spaulding and Slye LLC ("S&S") who has acted as the Government's broker in connection with this transaction. The foregoing commission amount shall be paid in full upon Lease execution.

F. Pursuant to Paragraph 3.3 "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 92.69%, based upon the total building square footage of 300,022 BRSF.

G. Pursuant to Paragraph 3.6 "Operating Costs Base", the Operating Cost Base for purpose of calculating future Operating Cost Adjustments as provided by the Lease and its Attachments shall be \$6.21 per BOUSF. For all Government installed supplemental HVAC equipment or concealed package air conditioning equipment installed by or for the Government (including equipment installed by or for the Government both prior to and after the date of this lease), the Lessor shall operate and maintain the equipment and the Government shall reimburse the Lessor for all maintenance and utility costs therefore (using separate meters or sub-meters), with such costs to be determined pursuant to Paragraph 3.3 "Changes" of the GSA Form 3517B.

H. Pursuant to Paragraph 3.9 "Common Area Factor", the Add-On Factor is determined to be 1.1351, calculated:
$$\frac{278,101 \text{ BRSF} - 245,000 \text{ BOUSF}}{245,000 \text{ BOUSF}}$$

I. Pursuant to Paragraph 3.13 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$1.51 per BOUSF. An Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services.

J. The space shall be constructed consistent with the design and construction schedule and information in Attachment 2 of the Lease. The Lessor and the Government may mutually agree to accelerate the duration required to complete any item on the schedule, and the entire schedule shall accelerate. The start date for the initial task shall commence upon the full execution of this Lease. All subsequent tasks/events, including the acceptance of

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EXCEPTION TO SF2 APPROVED GSAIRMS 00-011

8. The following changes were made to this lease prior to its execution:

Paragraphs 4 and 5 have been deleted in its entirety.

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

LESSOR

BY

IN PR

OF

BY

ADDRESS

2345 Crystal Drive, Arlington, VA 22202

LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 00-011