

3. Paragraph 4 of the Lease is revised as follows:

"4. The Government may terminate this lease in whole or in part at any time on or after January 31, 2016 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 8 of the Lease is revised as follows:

"8. The Lessor and the Government agree the final cost of the Tenant Improvements is \$1,015,460.81 per the Notice to Proceed and Change Orders 1 thru 13, attached hereto. The revised amount will be paid as follows:

\$ 319,175.00	Tenant Improvement Allowance Amortized in Lease
\$ <u>696,285.81</u>	Adjusted Lump Sum Payment
\$1,015,460.81	Total Revised Contract Amount

The Lump Sum Payment breakdown is as follows:

SLA No. 2, Notice to Proceed balance of:	\$ 979,746.55
SLA No. 3	
Change Order Number 1	\$ 9,054.63
Change Order Number 2	\$ (12,063.67)
Additional Change Orders for Acceptance	
Change Order Number 3	\$ 6,404.57
Change Order Number 4	\$ 1,347.21
Change Order Number 5	\$ 769.66
Change Order Number 6	\$ 1,935.60
Change Order Number 7	\$ 1,308.04
Change Order Number 8	\$ 554.15
Change Order Number 9	\$ 3,007.66
Change Order Number 10	\$ 1,724.33
Change Order Number 11	\$ 18,195.93
Change Order Number 12	\$ 2,674.41
Change Order Number 13	\$ <u>801.74</u>
Total:	\$ <u>1,015,460.81</u>

The Tenant Improvement Allowance in the amount of \$319,175.00 will be amortized at 9% interest over the five (5) year firm term

Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$696,285.81, upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Daphne Hadley
819 Taylor Street, Room 5A18
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice Date.
- Name of the Lessor as shown on Lease.
- Lease contract numbers, building address and a description, price and quantity of the item delivered.
- If the invoice is not submitted on Company letterhead the person(s) with whom the Lease contract is made must sign the invoice.
- GSA PDN #PS 0018421.

Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.

Invoice may be submitted electronically on the Finance website at www.finance.gsa.gov.

- Continued on Page 3 -

Initials	
Govt	Lessor

5. The maintenance contract and the cost for any repairs for the two Liebert units installed as a part of the Tenant Improvement Allowance will be billed to the Government on a quarterly basis. Additionally, the Liebert units have been submetered and the usage will be billed quarterly to the Government. It is understood the Liebert units are the property of the Government and Lessor has no responsibility for the repair, maintenance, cost of utilities or liability for any issues related to nonperformance.

6. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) [REDACTED] when the Lease is awarded and (ii) [REDACTED] upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$183,782.84 / 12 months = \$15,315.24 per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent::

Month 1:	\$29,902.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$29,902.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$29,902.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

All other terms and conditions of the lease shall remain in force and effect

- END OF SLA NO. 5 -

Initials	
Goyt	Lessor