

Section 1.03A and B, and 4.01C of the Lease are deleted in their entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (APR 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 09/15/2015-09/14/2020		NON-FIRM TERM 09/15/2020-09/14/2025	
	ANNUAL RENT	ANNUAL RATE/ RSF	ANNUAL RENT	ANNUAL RATE/ RSF
SHELL RENT ¹	\$70,008.00	\$24.00	\$78,759.00	\$27.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$ 10,151.16	\$3.48	\$ 12,251.40	\$4.20
TOTAL ANNUAL RENT	\$80,159.16	\$27.48	\$91,010.40	\$31.20

¹Shell rent calculation:

(Firm Term) \$24.00 per RSF multiplied by 2,917 RSF

(Non-Firm Term) \$27.00 per RSF multiplied by 2,917 RSF

² The Tenant Improvement Allowance of \$80,427.95 will be made available to the Government to be used for tenant improvement build out. The tenant improvements will be amortized into the rent upon acceptance of the TI's through the remaining firm term of the lease at a rate of 6 percent per annum and will be document through a subsequent Lease amendment..

³Operating Costs rent calculation: Operating costs shall NOT be subject to annual adjustments.

(Firm Term) \$3.48 per RSF multiplied by 2,917 RSF

(Non-Firm Term) \$4.20 per RSF multiplied by 2,917 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **2,638** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013)

"C. Construction Schedule. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs on or before March 31, 2016."

Paragraph 4.11 is hereby added to the Lease:

4.11 NOTICE TO PROCEED FOR CHANGE ORDER NUMBER 1

Following a Government review of the submitted Change Order Number 1, the Government has determined that the pricing submitted is fair and reasonable and a Notice to Proceed for this change order is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed **\$14,348.95**, inclusive of all management and architectural fees, depicted on Exhibit H attached hereto.

All other terms and conditions of the Lease remain in full force and effect.

Initials: EM (Lessor) / CU (Gov't)