

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
CONTINUATION SHEET
LEASE #GS-05B-~~43042~~ 18199 TC JV

14. The lessor's tax identification number shall be provided before commencement of the lease term.

15. For the purpose of computing operating cost adjustments in accordance with SFO GS-05B-18199 paragraph 3.5, the first year's base cost is hereby established as \$36,045.00 or \$7.10 per usable square foot, \$6.17 per rentable square foot.

16. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-18199, Paragraph 3.4, it is agreed that the Government occupies 1.2822% of the building of which the Government will pay its share of taxes when they exceed the base year.

17. If overtime HVAC is required, the hourly rate will be \$100.00 per hour.

18. The Lease Common Area Factor is 1.15 (5,890 rentable square feet divided by 4,930 usable square feet).

19. The Lessor agrees to provide a Tenant Improvement Allowance up to \$48.78 per net usable square foot (\$48.78 x 4,939 = \$240,924.42) toward the cost of tenant improvements. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in a form of reduction of base rent using a 0.0% discount rate. The refund will be a credit of base rent equally amortized throughout the firm term (Years 1-5) of the lease.

20. The Contracting Officer represents the General Services Administration as an agent with the authority to enter into this Lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.

21. In accordance with Paragraph 1.13 (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, excluding \$1,500 for tenant electric and \$1,000 for parking payments ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) 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, which shall be hereby agreed to as [REDACTED] 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 a credit to the shell rental portion of the annual rental payments 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 each month until fully recaptured.

22. The Lessor shall control the dissemination of Sensitive But Unclassified information contained in the Solicitation for Offers, design standards, space programming documents, construction drawings and any other sources of information relating to the Government occupancy, as established in Lease Attachment #1, "Document Security Form". The Lessor shall issue the Document Security Form, acquire required documentation and verify information prior to disseminating any Sensitive But Classified information. In addition, the Lessor shall maintain a file of Document Security Forms issued and received in conjunction with this project.

INITIALS


LESSOR


GOVERNMENT