

24. The following changes to the Lease will be implemented at no additional cost or credit to the Government. None of the following items will be charged against the Tenant Improvements Allowance.

- A. The Lessor will provide a new childcare storefront door and relocate the garage exhaust to accommodate the childcare storefront door as depicted in location 5 in the garage exhaust relocation letter from Robert Revzan to Bryan Bowman dated 5/9/2012 (RE: - 75 Hawthorne Street – Garage Exhaust Relocation) attached hereto as Attachment 1.
- B. The Lessor will provide swing space and furniture as depicted in the letter from Robert Revzan to Joel Gomez (EPA R9: Swing Space capacity & Furnishing Strategy Confirmation) dated 12/19/2012 and swing space layout dated 12/13/2012 (the “Swing Space Layout”), both of which are attached hereto as Attachment 2, for floors 2, 4, and 6 only. With respect to floor 3, the 3rd Floor Pre-Phase Plan in the Swing Space Layout is under development and will be finalized by the parties’ mutual agreement at a later date.
- C. The Lessor will provide swing space card readers which will be compatible with the existing card reader system and located as depicted in the Swing Space Layout.
- D. The Lessor will provide all louvers, ductwork, airside economizer equipment and controls as commercially reasonable for the data center HVAC units.
- E. The Lessor agrees to accommodate additional HVAC loads due to the increased density of the Government’s occupancy as reflected on the Government-approved Design Intent Drawings (“DIDs”) dated August 6, 2012.
- F. The Lessor will provide all improvements as commercially reasonable for the café outdoor seating as depicted in the 50% Construction Drawings (“CDs”) dated September 18, 2012. The perimeter wall shall be 7 feet high glass and include an alarmed exit only door. An access door is also required between the patio and the café. If the café outdoor seating as depicted in the Government-approved 100% CDs deviates materially from the 50% CDs as supplemented by this paragraph, then any increased cost of the improvements for the café outdoor seating shall be considered Tenant Improvements that will be covered by the Tenant Improvement Allowance.
- G. The Lessor will replace the existing generator with a 600kW rooftop generator (the “Generator”), of which 200kW will be available for EPA-specific use (non life safety requirements).
 - a. The Generator infrastructure will be provided by the Lessor. This includes, without limitation, all of the fuel supply system up to the Generator. The fuel tanks will consist of a 660 gallon tank on the roof and a standard 1000 gallon tank in the sub-cellar, for an approximate 39-hour runtime.
 - b. The Generator equipment will be provided by the Lessor. This includes all equipment needed for the Generator to produce emergency power, including an electrical transfer switch dedicated for the Government’s use. The Government will only be responsible for electrical distribution of emergency power from the electrical transfer switch for Government-specific emergency loads.
- H. The Lessor shall not be required to submit a revised set of 50% CDs to the Government; the next CD submission that the Lessor shall submit to the Government is 95% CDs. The Government’s review of the 95% CDs as stated in SFO Paragraph 3.20.D is hereby increased to 30 working days.
- I. Play yard simplification – The 6,147 square foot play yard identified in the Lessor’s March 21, 2011 Final Proposal Revision (the “FPR”) is reduced to a 4,056 square foot play yard, as depicted in the childcare center layout 2, which was sent as an attachment to an email from Joel Gomez to Robert Revzan and Charles Kuntz (RE: CCC Play Yard) dated 1/15/2013 and is attached hereto as Attachment 3. The Government accepts and acknowledges that the reduction in square footage of the play yard will result in the play yard remaining in the current elevation.
- J. The Government waives the Lessor’s commitment in the FPR to provide a new stairway at the childcare center, and the Lessor shall not be required to provide such new stairway.
- K. The electrical system requirement of 7 watts per ANSI/BOMA Office Area square foot described in SFO Paragraphs 1.10.A.9 and 6.11.A.3 is reduced to 4 watts per ANSI/BOMA Office Area square foot. The Lessor shall not be required to provide the copper buses described in SFO Paragraph 6.11.A.1 and the proposed upgrades described in FPR Sections 4a and 4b.
- L. The Lessor will provide 4 skylights in the conference center and 3 skylights in the childcare center, for a total of 7 skylights as depicted in the Government-approved childcare center DIDs dated November 29, 2012 and Government-approved DIDs dated August 6, 2012.
- M. The acoustical ceiling tile minimum requirement of 80% recycled content stated in SFO Paragraph 5.7.H is reduced to 76% recycled content as represented by the product manufacturer, unless a commercially standard (not custom) product is not available that meets the other acoustical specifications and parameters contained in the SFO.
- N. The building shell required lighting will be based upon each floor’s open office layout at 30 foot candles for the entire space at work surface height as depicted in the 5/7/2012 memorandum from Chris Hunkeler to Robert Revzan (RE: Lay-In Light Fixture Options) attached hereto as Attachment 4.
- O. The Government will pay for all move/relocation costs, including, without limitation, costs to move to and from the swing space.

25. Notwithstanding anything to the contrary stated in the Lease, the following items shall be provided by the Lessor as part of the shell cost, be of similar quality as depicted in the offer submitted July 30, 2010 and meet all SFO requirements:

- A. Elevator lobbies
 - a. New carpet;

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- b. New second layer of gypsum board with reveals at the walls;
- c. New lighting in existing linear cove;
- d. New paint at walls and ceiling;
- e. New FSC-certified wood suite entry doors (with glass inserts);
- f. New concealed sprinkler heads; and
- g. New evacuation signage.

B. Stairwells

- a. New paint at handrails and walls with accent color;
- b. New evacuation signage and graphics;
- c. New wall-mounted linear lighting fixture at landings on motion sensors;
- d. New high-performance coating/paint at treads and landings; and
- e. New contrast striping at landings.

C. Main Lobby

- a. New unglazed honed porcelain floor tiles and wall base;
 - b. New paint at walls with new FSC-certified wood wall panels and new glass accent wall panel;
 - c. New paint at column covers;
 - d. New drywall at bottom of existing coffers creating two recessed ceiling sections;
 - e. New lighting (downlights, pendants, wall sconces, and recessed linear fixtures);
 - f. New fascia at existing security stations to match new lobby finishes; and
 - g. New interior signage and directory.
- D. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings, which daylight dimming controls shall regulate control zones of 200 square feet or less based on each floor's open office layout and reduce lighting intensity down to 10%. Daylight dimming controls shall be continuous dimming not stepped dimming.

26. The parties acknowledge and agree that the Lessor shall not be required to provide the ground floor glass demising walls, which is estimated at 102 linear feet, as depicted in the test fit and blocking plan (floor 1) included in the FPR, and in lieu thereof, the cost of such glass demising walls shall be credited to the Government as a part of the Tenant Improvements pricing process.

27. The Lessor hereby agrees to waive any and all claims associated with the Government-caused delay that has occurred as of this SLA's date of reviewing the 50% CDs dated September 18, 2012 (the "50% CD Review Delay"), except for additional out of pocket costs for architectural and engineering fees caused by the delay for which the Lessor will separately bill the Government. The Government reserves the right to review these additional fees for fairness and reasonableness. Except as otherwise provided in the Lease, this agreement does not waive any and all claims that the Lessor may have for any other Government-caused delay (i.e. Government-caused delay other than the DID Delivery Delay defined in SLA No. 1 and the 50% CD Review Delay).

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