

SECOND AMENDMENT TO OFFICE LEASE

THIS SECOND AMENDMENT TO OFFICE LEASE (this "Second Amendment") is made this 5th day of September, 2019 (the "Effective Date"), by and between **SIP/CREF 6849 OLD DOMINION LLC**, a Delaware limited liability company ("Landlord"), successor to JBG/Old Dominion Office, L.L.C ("Landlord"), and **COLLIS & ASSOCIATES, LLC**, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, by that certain Office Lease dated January 7, 2015 (the "Original Lease"), as amended by that certain First Amendment to Office Lease dated April 3, 2017 (the "First Amendment") (the Original Lease and First Amendment being collectively referred to herein as the "Original Lease"), Landlord leased unto Tenant certain premises containing approximately 1,236 square feet of rentable square feet of space known as Suite 310 (the "Existing Premises") located in the building known by street address as 6849 Old Dominion Drive, in McLean, Virginia (the "Building"). The Original Lease as modified by this Second Amendment shall be referred to as the "Lease").

WHEREAS, Landlord and Tenant have agreed that Tenant shall be relocated from the Existing Premises to that certain space in the Building known as Suite 420 consisting of approximately 3,757 square feet of space (the "Relocation Premises"), as more particularly shown on Exhibit A attached hereto; and

WHEREAS, Tenant has agreed to substitute the Relocation Premises in lieu of the Existing Premises and surrender sole and exclusive possession to Landlord of the Existing Premises on and as provided herein; and

WHEREAS, the Term of the Original Lease is scheduled to expire on July 31, 2023;

WHEREAS, Landlord and Tenant have agreed to modify expiration date of the Term of the Lease to that date that is seven (7) years after the Relocation Premises Commencement Date (as defined below), subject to Tenant's Special Cancellation Right (as defined below).

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect such relocation and modification of the Term of the Lease and to modify certain other provisions of the Lease, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby amend the Lease as follows:

1. Relocation Premises; Surrender of Existing Premises.

A. Commencing on the date that Landlord delivers possession of the Relocation Premises to Tenant in the condition required pursuant to Exhibit B (the "Relocation

Premises Commencement Date”), Landlord does hereby grant, demise and lease unto Tenant and Tenant hereby accepts and leases from Landlord, the Relocation Premises in “as is” condition, subject to Landlord’s performance of the Relocation Premises Landlord’s Work in accordance with the provisions of this Second Amendment and in accordance with applicable laws, and Landlord’s agreement to deliver the Relocation Premises to Tenant in broom clean condition with all building systems serving the Relocation Premises in good working order), at the rental and upon the terms and conditions hereinafter set forth. Accordingly, from and after the Relocation Premises Commencement Date, the space that is subject to the Lease as well as all references within the Lease to the “Premises” shall mean the Relocation Premises.

B. On or within five (5) days after the Relocation Premises Commencement Date, Tenant shall surrender possession of the Existing Premises to Landlord in the condition required under the terms and conditions of the Lease (the “Vacate Condition”). Notwithstanding anything in this Second Amendment to the contrary, Tenant shall remain responsible for all of its obligations under the Lease for the Existing Premises, including, without limitation, the payment of Base Rent, and Tenant’s Share of Increased Operating Expenses and Tenant’s Share of Increased Real Estate Tax Expenses until the date Tenant delivers sole and exclusive possession of the Existing Premises to Landlord in the Vacate Condition (such date of delivery by Tenant being the “Existing Premises Termination Date”).

2. Term.

A. Subject to Tenant’s Special Cancellation Right (as defined below), the Term of the Lease is hereby revised to reflect that the Term of the Lease will expire on that date that is the last day of the calendar month that is seven (7) Relocation Term Lease Years (as hereafter defined) after the Relocation Premises Commencement Date (the “Revised Expiration Date”). A “Relocation Term Lease Year” or “RTLY” is that period of twelve (12) consecutive calendar months that commences on the Relocation Premises Commencement Date, and each consecutive twelve (12) month period thereafter, provided, however, that if the Relocation Premises Commencement Date is not the first day of a month, then the second Relocation Premises Lease Year shall commence on the first day of the month following the month in which the first anniversary of the Relocation Premises Commencement Date occurs. The earliest such twelve (12) month period shall be referred to as the “first Relocation Premises Lease Year” or “RTLY 1” and each of the following Relocation Premises Lease Years shall similarly be numbered for identification purposes.

B. Notwithstanding the foregoing, provided it is not then in Default after notice and expiration of the applicable cure period, Tenant, shall have a right to accelerate the Revised Expiration Date of the Lease to the date that the last day of the calendar month that is five (5) Relocation Lease Years after the Relocation Premises Commencement Date (the “Relocation Premises Termination Date”) by providing Landlord with two hundred seventy (270) days advance written notice of such election (the “Vacate Notice”) and paying Tenant an amount equal to the Lease Termination Fee (as defined below) (the “Tenant’s Special Cancellation Right”). As a condition to Tenant’s exercise of its Special Cancel Right is payment to Landlord of the Lease Termination Fee, which Lease Termination Fee shall be due and payable with the Tenant’s delivery to Landlord of the Vacate Notice as required hereunder and

any failure to timely pay the Lease Termination Fee shall at Landlord's option render Tenant's Vacate Notice null and void *ab initio*. The payment of the Lease Termination Fee shall be in addition to, and not in lieu of, the rental payments due through the Relocation Premises Termination Date. If Tenant properly exercises the Special Cancel Right, then Tenant agrees to and shall surrender to Landlord sole and exclusive possession of entire Relocation Premises by the Relocation Premises Termination Date, in the physical condition required in this Lease for surrender of possession and free of occupants and subleases, broom clean and with all of Tenant's personal property removed therefrom, and in good condition, ordinary wear and tear and damage by fire or other insured casualty excepted (collectively, the "Early Vacate Condition"). Time is of the essence of all of Tenant's obligations under this Section 2.B

For purposes hereof, the Lease Termination Fee shall be equal to the then unamortized costs (such amortization to be on a straight-line basis over the Relocation Term ("defined below") (commencing on the Relocation Premises Commencement Date) for the Lease Costs (as hereafter defined) in connection with this Lease. Lease Costs shall include the amount of the Improvement Allowance Cap expended in the performance of the Relocation Premises Landlord's Work (as defined in Exhibit B or disbursed to Tenant in accordance with the provisions of Exhibit B and all amounts paid by Landlord for brokerage commissions and legal costs regarding the Relocation Premises. Within thirty (30) days following written request from Tenant following the Relocation Premises Commencement Date, Landlord shall provide to Tenant a schedule of the total Lease Costs. Tenant shall pay the Termination Fee to Landlord with its delivery of a Vacate Notice.

Tenant's exercise of the Special Cancel Right shall not be revocable by Tenant. Any failure of Tenant to vacate and surrender sole and exclusive possession of the Premises by such accelerated expiration date shall constitute a wrongful holdover by Tenant at the Relocation Premises and Landlord shall be entitled to all rights and remedies resulting therefrom.

3. Base Rent.

A. For all periods prior to the Relocation Premises Commencement Date, Tenant shall continue to pay to Landlord monthly installments of Base Annual Rent in effect immediately preceding the date of this Second Amendment.

B. Commencing on the Relocation Premises Commencement Date and continuing for all periods through the Revised Expiration Date (the "Relocation Term") Tenant shall pay to Landlord monthly installments of Base Annual Rent in accordance with the schedule set forth below:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
RTLY 1	\$135,252.00	\$11,271.00
RTLY 2	\$139,309.56	\$11,609.13
RTLY 3	\$143,488.85	\$11,957.40
RTLY 4	\$147,793.51	\$12,316.13

RTLY 5	\$152,227.32	\$12,685.61
RTLY 6	\$156,794.14	\$13,066.18
RTLY 7	\$161,497.96	\$13,458.16

Each installment of Annual Base Rent and all other rent due under the Lease for the Premises shall continue to be payable to Landlord in advance, without deduction, diminution, abatement, counterclaim or setoff of any amount or for any reason, on the first day of each calendar month during the Relocation Term.

4. Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses.

A. For all periods prior to the Relocation Premises Commencement Date, Tenant shall continue to pay for Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for the Existing Premises in accordance with the terms of the Original Lease in effect immediately prior to this Third Amendment.

B. Commencing on the Relocation Premises Commencement Date, Tenant shall continue to pay for Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for the Relocation Premises in accordance with the terms of the Lease, except that Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall be five and fifty eight-hundredths percent (5.58%), and (ii) the Operating Expenses Base Year and Real Estate Tax Expenses Base Year" shall mean "2019."

5. Parking.

A. Commencing on the Relocation Premises Commencement Date, Section 1Q of the Original Lease is hereby modified to provide for eleven (11) Parking Permits.

B. Section 34 of the Original Lease is modified to provide that Landlord shall have the right to designate certain reserved parking spaces in the Parking Areas ("Reserved Parking Spaces") and that Tenant may convert up to two (2) of its Parking Permits to use the Reserved Parking Spaces ("Reserved Parking Permits"), which Reserved Parking Permits are, as of the Effective Date, at a cost of \$100.00 per month, subject to increase.

6. **Security Deposit.** Landlord is currently holding a Security Deposit in the amount of \$3,399.00 ("Original Security Deposit") under the Lease. At the same time as Tenant's execution of this Second Amendment, Tenant shall deposit with Landlord an amount of \$10,059.16 ("Additional Deposit"). As of the Effective Date, the Security Deposit under the Lease shall be equal to the Original Security Deposit plus the Additional Deposit, which in the aggregate shall equal \$13,458.16, and shall be held under the provisions of the Lease.

7. Renewal Option.

7.01 Provided that the named Tenant or Tenant's Affiliate (pursuant to Section 23.F of the Original Lease) is occupying at least eighty percent (80%) of the Premises and is not in default of the Lease after notice to Tenant and the expiration of the applicable cure period, either at the time of exercise of this option or upon the commencement of the Extended Term (as hereinafter defined): Tenant shall have the option to renew (herein the "**Option to Renew**") the Lease for one (1) additional three (3) year term ("**Extended Term**") on the same terms, covenants and conditions of this Lease except that the Base Rent payable by Tenant during such Extended Term shall be the prevailing market rate for comparable office space in comparable buildings in the McLean, Virginia area (the "**Fair Market Rental**"). Provided that the aforesaid conditions are met, Tenant may exercise its option by giving Landlord written notice at least nine (9) months but not more than twelve (12) months prior to the expiration of the initial term of this Lease. Once Tenant exercises its Option to Renew as set forth above, Tenant may not revoke said notice and shall be deemed to have renewed the lease for the entire Extended Term. If Tenant shall fail to timely exercise the aforesaid Option to Renew then and in such event, all rights of Tenant to the Extended Term hereof shall be of no further force or effect, time being of the essence. Notwithstanding the foregoing, Tenant shall not be entitled to any allowance (if any) during the Extended Term, nor shall Tenant be entitled to any renewal term beyond the Extended Term. The Fair Market Rental shall take into account all relevant factors as they shall actually exist.

Within thirty (30) days following Tenant's written notice to Landlord exercising its option, Landlord shall deliver to Tenant written notice of its determination of the Fair Market Rental. Tenant shall, within fifteen (15) days after Landlord's written determination, notify Landlord in writing whether Tenant (a) accepts Landlord's determination or (b) rejects Landlord's determination. In the event Tenant rejects Landlord's determination, Tenant shall submit in writing with such notification Tenant's own determination of the Fair Market Rental. In the event the parties are unable to agree upon the Fair Market Rental within thirty (30) days following Tenant's written notice to Landlord of Tenant's determination, then within fifteen (15) days after written request from the other party, Landlord and Tenant shall mutually designate an arbitrator whose determination of the Fair Market Rental shall be either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount. The arbitrator's determination shall be final and binding upon Landlord and Tenant. If Landlord and Tenant fail to agree upon the choice of such arbitrator within said fifteen (15) day period, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an arbitrator. Such arbitrator shall have not less than ten (10) years' experience including work with commercial real estate disputes in the Washington, D.C. metropolitan area. The arbitrator so appointed shall select either the Fair Market Rental proposed by Landlord or the Fair Market Rental proposed by Tenant, but no other amount, and the arbitrator's determination shall be final and binding upon Landlord and Tenant. The costs and fees of the arbitrator making the determination as set forth above shall be divided equally between the Landlord and Tenant.

Within ten (10) days of the request of Landlord, Tenant shall execute and deliver a mutually acceptable amendment to the Lease memorializing the Extended Term and the Base Rent payable during such period.

8. Roof Rights. Provided Tenant is not in default beyond any applicable notice and cure period under this Lease, Tenant shall have the non-exclusive right to install and maintain in an area to be designated by Landlord on the roof of the Building, microwave dishes, antennae and/or other communication devices (collectively the "Rooftop Equipment"). The location, size, weight, height, and all other features and specifications of the Rooftop Equipment and the manner of initial installation of the same shall be subject to Landlord's prior written approval,

which approval may be granted or withheld in Landlord's sole and absolute discretion. All installation, repair and removal of the Rooftop Equipment shall be at Tenant's sole cost and expense, and Tenant, at its sole cost and expense, shall procure all necessary governmental permits and licenses for the construction and maintenance of the Rooftop Equipment and shall deliver the same to Landlord prior to the installation of any Rooftop Equipment, and shall at all times comply with all requirements of laws, ordinances, orders, rules and regulations of all public authorities and insurance companies which shall impose any order or duty upon Landlord or Tenant with respect to or affecting the Rooftop Equipment or arising out of Tenant's use or manner of use thereof. Tenant shall not disturb the roof membrane or make any other penetration on the roof or the exterior façade of the Building except as otherwise approved in writing by Landlord in its sole discretion.

8. **Brokerage.** Tenant represents that it has dealt with no broker or agent in connection with this Second Amendment other than Avison Young, who shall be compensated by Landlord in accordance with the terms of a separate written agreement. Tenant shall hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation, including reasonable attorneys' fees and court costs, arising out of or relating to a breach by Tenant of such representation.

8. **Binding Effect.** All of the covenants of the Lease, as hereby amended, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, and permitted successors and assigns. Submission of this Second Amendment by Landlord for execution by Tenant shall not constitute an offer from Landlord. Consequently, neither party hereto shall be bound under this Second Amendment unless and until both parties have executed this Second Amendment.

9. **Recitals, Tenant Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Second Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. Tenant certifies to Landlord that as of the Effective Date, the Lease is in full force and effect, Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant has no claim against Landlord under the Lease.

10. **Ratification.** As amended hereby, the Lease shall continue in full force and effect under the terms, provisions and conditions thereof. All other terms, covenants and conditions of the Lease not herein expressly modified are hereby confirmed and ratified and remain in full force and effect.


11. **Deed of Lease.** For purposes of Section 55-2, Code of Virginia (1950), as amended, the Lease is and shall be deemed to be a deed of lease.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Office Lease as of the day and year first hereinabove written.

WITNESS:



LANDLORD:

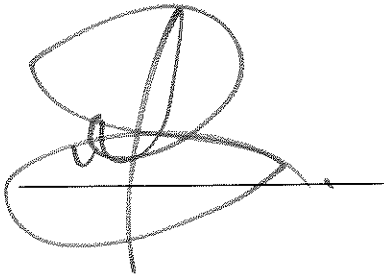
SIP/CREF 6849 OLD DOMINION, LLC,
a Delaware limited liability company

By: SIP 6849 Old Dominion, LLC,
its Manager

By: _____

Name: John H. Stewart
Title: Manager

WITNESS:



TENANT:

COLLIS & ASSOCIATES, LLC,
a Delaware limited liability company

By: _____

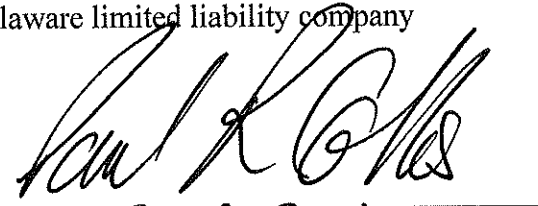

Name: Paul R. Collis
Title: PPAS/CEO

EXHIBIT A
RELOCATION PREMISES

Suite 420 – 3,757 RSF

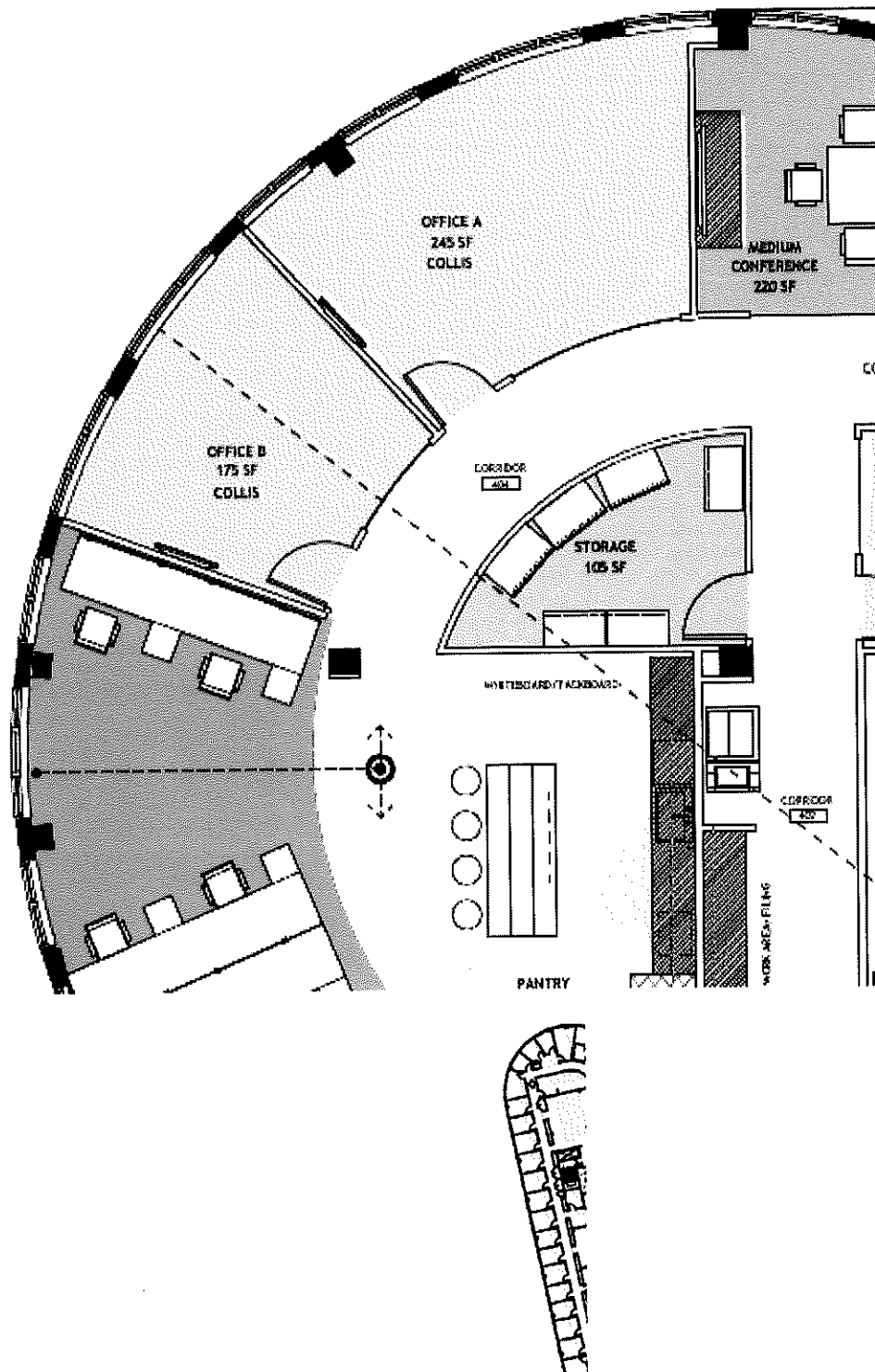


EXHIBIT B

WORK AGREEMENT

1. General. The purpose of this Work Agreement is to set forth how the initial improvements to the Relocation Premises (the "Relocation Premises Landlord Work") are to be constructed, who will do the construction of the Relocation Premises Landlord Work, who will pay for the construction of the Relocation Premises Landlord Work, and the time schedule for completion of the construction of the Relocation Premises Landlord Work. Except as defined in this Work Agreement to the contrary, all terms utilized in this Work Agreement shall have the same meaning as the defined terms in the Lease. The terms, conditions and requirements of the Lease, except where clearly inconsistent or inapplicable to this Work Agreement, are incorporated into this Work Agreement. Except for the Relocation Premises Landlord Work to be constructed pursuant to this Work Agreement, Tenant accepts the Relocation Premises in its "as is" condition and acknowledges that it has had an opportunity to inspect the Relocation Premises prior to signing the Second Amendment.

2. Plans and Construction Schedule and Procedures. The parties hereby agree to the space plans for the Relocation Premises Landlord Work attached to this Work Agreement attached hereto as Schedule 1 (the "Space Plans"). The Space Plans shall be utilized by the Architect (as hereafter defined) in its preparation of the Proposed Plans and Final Plans (as hereafter defined) for the Relocation Premises Landlord Work. Landlord shall arrange for the preparation of the Proposed Plans and Final Plans and the construction of the Relocation Premises Landlord Work in accordance with the following schedule:

A. Landlord's architect (the "Architect") shall cause to be prepared and delivered to Landlord, for Landlord's and Tenant's approval, the following proposed drawings which drawings shall be in substantially final form and in sufficient detail (the "Proposed Plans") for the Relocation Premises Landlord Work Tenant desires to have completed in the Relocation Premises:

(i) Architectural drawings (consisting of floor construction plan, ceiling lighting and layout, power, and telephone plan);

(ii) Mechanical drawings (consisting of HVAC, sprinkler, electrical, telephone, and plumbing);

(iii) Finish schedule (consisting of wall finishes and floor finishes and miscellaneous details); it being acknowledged and agreed that all such finishes (paint, carpet, ceiling, millwork) shall be Building-standard; and

(iv) Such other information as may be necessary or advisable to allow for the construction of the Relocation Premises Landlord Work.

B. The Proposed Plans and all necessary mechanical, electrical and structural drawings shall be prepared by the Architect (and mechanical, electrical and structural engineers chosen by Landlord), each at Landlord's sole cost and expense.

C. Tenant shall, within five (5) business days after receipt of the Proposed Plans, advise Landlord of any reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant reasonably disapproves of the Proposed Plans as being inconsistent with the Space Plans, specifying in reasonable detail its reasons therefor, Landlord shall cause Architect to revise the Proposed Plans as disapproved by Tenant and resubmit the revised Proposed Plans to Tenant. Tenant shall, within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of any additional reasonable changes which Tenant requests in order to conform the Proposed Plans to the Space Plans. If Tenant disapproves the revised Proposed Plans specifying the reason therefor, Landlord shall, to the extent such proposed changes are reasonable, within ten (10) business days of receipt of Tenant's required changes, cause Architect to revise the Proposed Plans and resubmit them to Tenant. Tenant shall, again within three (3) business days after receipt of Architect's revised Proposed Plans, advise Landlord of further changes, if any, required for Tenant's approval. This process shall continue until Tenant has approved the revised Proposed Plans. Notwithstanding anything to the contrary contained in the immediately preceding sentence, in no event shall Landlord be required to cause more than three (3) revisions to the Proposed Plans. "Final Plans" shall mean the Proposed Plans, as revised, which have been approved by Landlord and Tenant in writing. Tenant agrees not to withhold or deny its approval unreasonably.

D. Landlord shall not be required to perform, and Tenant shall not request, work which would (i) require changes to structural components of the Building or the exterior design of the Building, (ii) require any material modification to the Building systems or other Building installations outside the Relocation Premises, (iii) not comply with all applicable legal requirements, or (iv) be incompatible with either the certificate of occupancy issued for the Building or the Building's status as a first-class office building. Any changes required by any governmental authority affecting the construction of the Relocation Premises shall be performed by Landlord, at Tenant's sole cost, and shall not be deemed to be a violation of the Proposed Plans or of any provision of this Work Agreement, and shall be deemed automatically accepted and approved by Tenant. Landlord shall give notice to Tenant of any change in the Proposed Plans required by any governmental authority promptly after Landlord receives notice thereof.

E. As soon as reasonably possible following Landlord's and Tenant's approval of the Final Plans, Landlord shall instruct Landlord's contractor (the "Contractor") to build the Relocation Premises Landlord Work indicated on the Final Plans as soon thereafter as reasonably possible, consistent with industry custom and procedure.

F. Any revisions by Tenant of the Space Plans; Tenant's request for materials, finishes or installations that are not readily available when required to be installed; Tenant's failure, within five (5) business days after request therefor, to provide Landlord with any other information reasonably requested by Landlord for the purpose of completing the Final Plans or the ordering of materials or the letting of bids for or executing a construction contract ("Construction Contract") for the performance of the Relocation Premises Landlord Work; any

failure by Tenant to approve the Proposed Plans; or any revisions thereto within the time periods set forth in paragraphs (A) through (C) above or to otherwise comply with the dates and time limits in this Work Agreement, shall constitute "Tenant Delays." In addition, Landlord shall have the right to stop construction if Tenant materially defaults in the performance of its obligations under the Lease or this Work Agreement, and all such periods in which work has stopped or been suspended shall constitute Tenant Delays. If Tenant requests changes to the approved Final Plans or interferes with the construction of the Relocation Premises Landlord Work while Tenant is in occupancy of the Relocation Premises, any delays reasonably caused thereby in substantially completing construction of the Relocation Premises Landlord Work shall also constitute Tenant Delays.

3. Payment.

A. Landlord shall pay the cost of the Relocation Premises Landlord Work, including (without limitation): labor related to the Relocation Premises Landlord Work, materials delivered to the Relocation Premises in connection with the Relocation Premises Landlord Work, demising costs, demolition costs, the cost of the construction contract, and building permit costs as well as to pay "soft costs"; consisting of architectural, design, mechanical, consulting and engineering fees ("Construction Costs") up to the Improvement Allowance Cap (as defined below) as provided below.

B. Provided that no Default by Tenant then exists under this Work Agreement or the Lease, Landlord agrees to pay the Construction Costs in an amount up to Two Hundred Eighty-One Thousand Seven Hundred Seventy-Five and NO/100 Dollars (\$281,775.00) (or Seventy-Five Dollars (\$75.00) per rentable square foot of the Relocation Premises) ("Improvement Allowance Cap") to be applied to the Construction Costs for the Relocation Premises Landlord Work in accordance with the provisions hereof.

C. Promptly after entering into the Construction Contract, Landlord will advise Tenant of the amount, if any, that the Construction Contract price exceeds the Improvement Allowance Cap ("Construction Contract Excess"). Tenant shall pay the Construction Contract Excess within ten (10) days of receipt Landlord's request for payment of such Construction Contract Excess. All Construction Costs for the Relocation Premises Landlord in excess of the Improvement Allowance Cap, including but not limited to the Construction Contract Excess and any costs incurred by Landlord pursuant to Section 4 below ("Change Order Costs") shall be paid by Tenant to Landlord as provided herein. If any portion of the Construction Contract Excess remains after Substantial Completion, the same shall be paid to Tenant within thirty (30) days of Substantial Completion.

D. All costs directly incurred by Tenant in connection with upfitting the Relocation Premises, shall be paid solely by Tenant on or before the date such costs are due and payable (or if previously paid by Landlord, shall be reimbursed to Landlord by Tenant within ten (10) business days of receipt by Tenant of invoices therefor from Landlord), All amounts payable by Tenant pursuant to this Work Agreement shall be deemed to be Additional Rent for purposes of the Lease.

E. So long as Tenant is not in Default beyond any applicable notice and cure period and so long as the same is requested in writing within ninety (90) days after Substantial Completion of the Relocation Premises (but in no event before Substantial Completion) Landlord shall permit Tenant to apply any amounts remaining of the Improvement Allowance Cap up to an amount equal to Twenty-Eight Thousand One Hundred Seventy-One and 50/100 Dollars (\$28,177.50) to reimburse Tenant for its documented costs of any of furniture, fixtures and equipment used in the Relocation Premises and or to be applied against Base Rent during the Relocation Term.

4. Change Orders. If Tenant requests any changes to the Final Plans, Landlord shall not unreasonably withhold its consent to any such changes, provided the changes do not adversely affect the Building's structure, Building systems, equipment, appearance or value, but, if such changes increase the cost of constructing the Relocation Premises Landlord Work shown on the Final Plans, Tenant shall bear such costs and shall pay such estimated increased costs to Landlord at such time as the request is approved by Landlord. If the actual increased costs are greater than the estimated increased costs, Tenant shall pay the difference in increased costs to Landlord promptly upon demand therefor; similarly, if the actual increased costs are less than the estimated increased costs, Landlord shall refund the amount of such difference to Tenant. The costs charged by Landlord to Tenant caused by Tenant's requesting changes to the Relocation Premises Landlord Work or the Final Plans shall be equal to the sum of (a) the amount of money Landlord has to pay to cause the Relocation Premises Landlord Work, as reflected by revised Final Plans, to be constructed above the costs that Landlord would have had to pay to cause the Relocation Premises Landlord Work to be constructed if no changes had been made to the Final Plans ("Differential"), (b) any cancellation fees, reshipping charges or any other similar costs incurred by Landlord in connection therewith, and (c) an amount equal to 10% of the Differential to compensate Landlord for its time and efforts in connection with such changes. If such changes delay Landlord's completion of the work shown on the Final Plans, then such delay shall constitute Tenant Delays. Any other actions of Tenant, or inaction by Tenant, which delays Landlord in completing the Relocation Premises Landlord Work shown on such Final Plans shall also constitute Tenant Delays. Whenever possible and practical, Landlord will utilize, for the construction of the Relocation Premises Landlord Work, the items and materials designated in the Final Plans; provided, however, that whenever Landlord reasonably determines in its judgment that it is not practical or efficient to use such materials, Landlord shall have the right, upon receipt of Tenant's consent, to substitute comparable items and materials. If Tenant refuses to grant such consent, and Landlord is reasonably delayed in causing the Relocation Premises, or any part thereof, to be Substantially Complete because of Tenant's failure to permit the substitution of comparable items and materials, such delay shall constitute Tenant Delays.

5. No Entry by Tenant and Its Agents; Designation of Tenant's Construction Agent. Neither Tenant nor its agents, employees, invitees or independent contractors shall enter those portions of the Relocation Premises in which the Relocation Premises Landlord Work are being constructed. Tenant hereby designates _____ as its authorized agent ("Tenant's Construction Agent") for the purpose of submitting to Landlord and authorizing any Change Orders and for the purpose of consulting with Landlord as to any and all aspects of the Relocation Premises Landlord Work. If Tenant shall enter upon the Relocation Premises prior to the completion of the Relocation Premises Landlord Work, Tenant shall indemnify and save

Landlord harmless from and against any and all losses arising from or claimed to arise as a result of (i) any act, neglect or failure to act of Tenant or anyone entering the Relocation Premises with Tenant's permission, or (ii) any other reason whatsoever arising out of Tenant's entry upon the Relocation Premises.

6. Substantial Completion. The term "Substantial Completion" means that Landlord has substantially completed the Relocation Premises Landlord Work and other work it is obligated to perform pursuant to this Work Agreement, and that this work shall be deemed complete, notwithstanding the fact that minor details of construction, mechanical adjustments or decoration which do not materially interfere with Tenant's use of the Relocation Premises remain to be performed (items normally referred to as "punch-list" items). The Relocation Premises shall be deemed Substantially Complete even though certain other portions of the Building, which do not interfere with Tenant's efficient conduct of its business, have not been fully completed, and even though Tenant's furniture, furniture systems, telephones, telexes, telecopiers, photocopy machines, computers and other business machines or equipment have not been installed, the purchase and installation of which shall be Tenant's sole responsibility. If substantial completion of the Relocation Premises Landlord Work is delayed due to a Tenant Delay, then "the date of delivery of the Relocation Premises to Tenant with the Relocation Premises Landlord Work substantially completed" for purposes of Section 1 of the Second Amendment shall be the date on which the Relocation Premises Landlord Work would have been substantially complete but for such Tenant Delay(s).

Schedule I