

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") dated as of this 30th day of October, 2013 (the "**Effective Date**"), is entered into by and between RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company ("**Landlord**"), and STONE COAST FUND SERVICES LLC, a Maine limited liability company ("**Tenant**"), relating to the premises located in the building (the "**Building**") located in the City of Portland, County of Cumberland, State of Maine, commonly known as Two Portland Square (the "**Property**").

WITNESSETH:

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain Lease bearing a Lease Reference Date of June 29, 2011, with respect to approximately 22,253 rentable square feet located on the sixth (6th) floor of the Building (the "**Existing Premises**"), as affected by the Commencement Date Memorandum dated as of September 1, 2011, by and between Landlord, as landlord, and Tenant, as tenant (together, the "**Lease**");

WHEREAS, Landlord is the current owner of the Property and the current holder of the landlord's interest under the Lease and Tenant is the current holder of the tenant's interest under the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to, among other things, expand the Existing Premises by approximately 9,923 rentable square feet, all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** Each capitalized term appearing but not defined herein shall have the meaning, if any, ascribed to such term in the Lease.
2. **Recitals.** The recitals above set forth are true and complete and are incorporated herein by reference.
3. **Amendments.** As of the Effective Date, the Lease is hereby amended as follows:
 - a. **Premises Rentable Area.** In the Reference Pages of the Lease, the subsection thereof in which the term "**Premises Rentable Area**" is defined is hereby amended to read in its entirety as follows:

PREMISES

RENTABLE AREA: From the Commencement Date through the day immediately preceding the Expansion Premises Commencement Date, the "**Premises**" shall consist of approximately 22,253 rentable square feet on the sixth (6th)

floor of the Building (for outline of Premises see Exhibit A) (the “**Pre-Expansion Premises**”). For purposes of this Lease, the “Premises” shall be deemed to include the outdoor deck space contiguous with such indoor 22,253 rentable square foot space (the “**Deck Space**”), but the Deck Space shall not be included within the calculation of such 22,253 rentable square feet.

From the Expansion Premises Commencement Date through the Termination Date, the “Premises” shall consist of (a) the Pre-Expansion Premises, and (b) approximately 9,923 rentable square feet located on the fifth (5th) floor of the Building (such 9,923 rentable square feet being hereinafter referred to as, the “**Expansion Premises**”), totaling approximately 32,176 rentable square feet in the aggregate all as shown on Exhibit A-2.

- b. Commencement Date. In the Reference Pages of the Lease, the subsection thereof in which the term “**Commencement Date**” is defined, is hereby amended to read in its entirety as follows:

COMMENCEMENT
DATE: August 29, 2011.

- c. Rent Commencement Date. The Reference Pages of the Lease are hereby amended by adding the following defined term thereto immediately following the definition of the term “**Commencement Date**”:

RENT
COMMENCEMENT
DATE: July 1, 2012.

- d. Expansion Premises Commencement Date. The Reference Pages of the Lease are hereby amended by adding the following defined term thereto immediately following the definition of the term “**Rent Commencement Date**”:

EXPANSION
PREMISES
COMMENCEMENT
DATE: The Effective Date (as defined in the First Amendment to this Lease, by and between Landlord, as landlord, and Tenant, as tenant

(the "First Amendment").

- e. Expansion Premises Rent Commencement Date. The Reference Pages of the Lease are hereby amended by adding the following defined term thereto immediately following the definition of the term "Expansion Premises Commencement Date":

EXPANSION
PREMISES RENT
COMMENCEMENT
DATE: May 1, 2014.

- f. Term of Lease. In the Reference Pages of the Lease, the subsection thereof in which the term "Term of Lease" is defined, is hereby amended to read in its entirety as follows:

TERM OF LEASE: Approximately ten (10) years, beginning on the Commencement Date and ending on the Termination Date.

- g. Termination Date. In the Reference Pages of the Lease, the subsection thereof in which the term "Termination Date" is defined, is hereby amended to read in its entirety as follows:

TERMINATION
DATE: August 31, 2021.

- h. Annual Rent and Monthly Installment of Rent. In the Reference Pages of the Lease, the subsection thereof in which the term "Annual Rent and Monthly Installment of Rent (Article 3)" is defined, is hereby deleted in its entirety and replaced with the following:

"ANNUAL RENT and MONTHLY INSTALLMENT
OF RENT (Article 3):

<u>Period</u>		<u>Rent- able Square Footage</u>	<u>Annual Rent Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Installment of Rent</u>
<u>From</u>	<u>Through</u>				
Commence- ment Date	June 30, 2012	22,253	\$0.00*	\$0.00*	\$0.00*
July 1, 2012	April 30, 2014	22,253	\$23.00	\$511,819.00	\$42,651.58
May 1, 2014	August 31, 2014	32,176	\$23.00	\$740,048.00	\$61,670.67
September 1, 2014	August 31, 2015	32,176	\$23.58	\$758,710.08	\$63,225.84
September 1, 2015	August 31, 2016	32,176	\$24.17	\$777,693.92	\$64,807.83

September 1, 2016	August 31, 2017	32,176	\$24.77	\$796,999.52	\$66,416.63
September 1, 2017	August 31, 2018	32,176	\$25.39	\$816,948.64	\$68,079.05
September 1, 2018	August 31, 2019	32,176	\$26.02	\$837,219.52	\$69,768.29
September 1, 2019	August 31, 2020	32,176	\$26.67	\$858,133.92	\$71,511.16
September 1, 2020	August 31, 2021	32,176	\$27.34	\$879,691.84	\$73,307.65**

*Notwithstanding anything to the contrary set forth above, Tenant shall pay for its electricity and utilities for the Premises from the Commencement Date through June 30, 2012 in accordance with the terms and provisions of this Lease.

**Notwithstanding anything to the contrary set forth above, with Tenant's first payment of the Monthly Installment of Rent due to Landlord on the Rent Commencement Date, Tenant shall also pay to Landlord the sum of \$42,651.58 as a partial advance payment of the last month's Monthly Installment of Rent due and payable under this Lease (and not as additional security) notwithstanding that the above rent chart indicates that the Monthly Installment of Rent due during the last year of the Lease Term is \$73,307.65, and upon Landlord's receipt of such payment Tenant will thereafter only be obligated to pay \$30,656.07 as the last month's Monthly Installment of Rent due under this Lease."

- i. Base Years (Expenses). In the Reference Pages of the Lease, the subsection thereof in which the term "**Base Year (Expenses)**" is defined, is hereby amended to read in its entirety as follows:

PRE-EXPANSION
PREMISES BASE
YEAR (EXPENSES): Calendar Year 2012.

EXPANSION
PREMISES BASE
YEAR (EXPENSES): Calendar Year 2014.

- j. Base Years (Taxes). In the Reference Pages of the Lease, the subsection thereof in which the term "**Base Year (Taxes)**" is defined, is hereby amended to read in its entirety as follows:

PRE-EXPANSION
PREMISES BASE
YEAR (TAXES): Calendar Year 2012.

EXPANSION
PREMISES BASE
YEAR (TAXES): Calendar Year 2014.

- k. Tenant's Proportionate Share. In the Reference Pages of the Lease, the subsection thereof in which the term "**Tenant's Proportionate Share**" is defined, is hereby amended to read in its entirety as follows:

TENANT'S
PROPORTIONATE
SHARE:

From the Commencement Date through the day immediately preceding the Expansion Premises Commencement Date, Tenant's Proportionate Share shall be 14.31%.

From the Expansion Premises Commencement Date through the Termination Date, Tenant's Proportionate Share shall be 20.69%.

TENANT'S
PROPORTIONATE
SHARE (PRE-
EXPANSION
PREMISES):

14.31%.

TENANT'S
PROPORTIONATE
SHARE (EXPANSION
PREMISES):

6.38%.

1. Parking. In the Reference Pages of the Lease, the subsection thereof in which the term "**Parking**" is defined, is hereby amended to read in its entirety as follows:

PARKING:

From the Commencement Date through the day immediately preceding the Expansion Premises Commencement Date: (a) up to (as requested by Tenant) thirty-three (33) passes for the non-exclusive parking spaces (collectively, the "**Existing Exterior Spaces**") in the surface parking lot serving the Building (the "**Surface Lot**"); and (b) up to (as requested by Tenant) five (5) passes for the non-exclusive covered parking spaces (collectively, the "**Interior Spaces**") in the parking facility under the Building (the "**Garage**"); all subject to the terms and provisions of Article 30.

From the Expansion Premises Commencement Date through the Termination Date: (a) (i) up to (as requested by Tenant) thirty-three (33) passes for the Existing Exterior Spaces, plus (ii) up to (as requested by Tenant) twenty (20) passes for the non-exclusive parking spaces

(collectively, the “**Additional Exterior Spaces,**” and together with the Existing Exterior Spaces, the “**Exterior Spaces**”) in the Surface Lot, totaling up to (as requested by Tenant) fifty-three (53) passes for the Exterior Spaces; provided, that, six (6) of the Additional Exterior Spaces shall be in the so-called “upper lot” portion of the Surface Lot (the “**Upper Lot**”) as any of the same become available (collectively, the “**Upper Lot Spaces**”) subject, with respect to such Upper Lot Spaces, only to (A) the rights of current lessees of parking passes for the Upper Lot existing as of the Expansion Premises Commencement Date and their authorized visitors, customers and invitees who are entitled to use parking spaces in the Upper Lot (including Landlord’s right to re-lease such parking passes to such lessees pursuant to any agreements in effect as of the Expansion Premises Commencement Date), and (B) any lease commitment (not to include any “waiting list” or other informal or nonbinding commitment) to tenants, subtenants, occupants or other third parties to lease such parking passes in the Upper Lot existing as of the Expansion Premises Commencement Date; and (b) up to (as requested by Tenant) five (5) passes for the non-exclusive Interior Spaces in the Garage; all subject to the terms and provisions of Article 30.

- m. Tenant’s NAICS Code. The Reference Pages of the Lease are hereby amended by adding the following defined term thereto immediately following the definition of the term “**Tenant’s SIC Code**”:

TENANT’S NAICS
CODE: 51821

- n. Rent Adjustments. Section 4.2 of the Lease is hereby amended in its entirety as follows:

“4.2 If in any Lease Year, (a) Expenses paid or incurred shall exceed Expenses paid or incurred in the Pre-Expansion Premises Base Year (Expenses), Tenant shall pay as additional rent for such Lease Year Tenant’s Proportionate Share (Pre-Expansion Premises) of such excess, (b) Taxes paid or incurred by Landlord in any Lease Year shall exceed the

amount of such Taxes which become due and payable in the Pre-Expansion Premises Base Year (Taxes), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share (Pre-Expansion Premises) of such excess, (c) Expenses paid or incurred shall exceed Expenses paid or incurred in the Expansion Premises Base Year (Expenses), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share (Expansion Premises) of such excess, and (d) Taxes paid or incurred by Landlord in any Lease Year shall exceed the amount of such Taxes which become due and payable in the Expansion Premises Base Year (Taxes), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share (Expansion Premises) of such excess."

Section 4.3 of the Lease is hereby amended by: (a) deleting the words "Base Year Expenses" in the first (1st) sentence thereof and replacing them with the words "Pre-Expansion Premises Base Year (Expenses) and Expansion Premises Base Year (Expenses)"; and (b) deleting the words "Base Year Expenses (Expenses)" in the eighth (8th) sentence thereof and replacing them with the words "Pre-Expansion Premises Base Year (Expenses) or Expansion Premises Base Year (Expenses)."

Section 4.5.2 of the Lease is hereby amended by deleting the words "Base Year (Expenses and/or Taxes)" therefrom and replacing them with the words "Pre-Expansion Premises Base Year (Expenses) with respect to the Pre-Expansion Premises, Expansion Premises Base Year (Expenses) with respect to the Expansion Premises, Pre-Expansion Premises Base Year (Taxes) with respect to the Pre-Expansion Premises, or Expansion Premises Base Year (Taxes) with respect to the Expansion Premises, all as applicable."

- o. Parking. Section 30.1.1 of the Lease is hereby amended by deleting the second (2nd) sentence thereof in its entirety and replacing it with the following: "As of the Expansion Premises Commencement Date, the current monthly charge for each of the (a) Exterior Spaces is \$110.00 per Exterior Space per month, and (b) Interior Spaces is \$125.00 per Interior Space per month."
- p. Signage. The last sentence in Article 43 of the Lease is hereby amended in its entirety as follows: "Notwithstanding the foregoing, Landlord shall provide Building standard suite and directory signage for the Pre-Expansion Premises and the Expansion Premises at Landlord's sole cost and expense, the design of which shall be subject to Tenant's prior approval, which shall not be unreasonably withheld, conditioned or delayed."
- q. Exhibit A-2. Exhibit A-2 attached to this Amendment is hereby added and incorporated into the Lease as Exhibit A-2 thereto.

- r. Exhibit B-1. Exhibit B-1 attached to this Amendment is hereby added and incorporated into the Lease as Exhibit B-1 thereto.
4. Preparation of the Expansion Premises. To the extent that any Tenant's Expansion Premises Work (as defined in Exhibit B-1 attached hereto) is performed by or on behalf of Tenant, such Tenant's Expansion Premises Work shall be performed in accordance with the terms and provisions of the "Work Letter" attached hereto as Exhibit B-1.
5. Miscellaneous. Tenant hereby acknowledges that: (a) to the best of its knowledge, (i) Landlord has no undischarged obligations under the Lease to perform any work or improvements to the Premises or to provide any tenant improvement allowance under the Lease (including, without limitation, with respect to the Landlord's Work and the Tenant Improvement Payment), except as otherwise set forth in Exhibit B-1 attached hereto with respect to the Expansion Premises Tenant Improvement Payment, (ii) there are no offsets or defenses that Tenant has against the full enforcement of the Lease by Landlord, and (iii) neither Landlord nor Tenant is in any respect in default under the Lease; and (b) Tenant has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Premises.
6. Brokers. Landlord and Tenant hereby represent and warrant to each other that neither has dealt with any real estate broker or agent in connection with the procurement of this Amendment except Paragon Commercial Real Estate and CBRE/The Boulos Company, whose commissions shall be paid by Landlord pursuant to separate agreements upon the completion and full execution of this Amendment, and not otherwise. Tenant shall indemnify and hold Landlord harmless from any costs, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent other than the aforementioned brokers in connection with the procurement of this Amendment because of any act or statement by Tenant. Landlord shall indemnify and hold Tenant harmless from any costs, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent other than the aforementioned brokers in connection with the procurement of this Amendment because of any act or statement by Landlord.
7. Effective Date. The parties agree that this Amendment shall be effective from and after the Effective Date and not to any period of time prior thereto. To the extent this Amendment contains language which purports to amend the Lease with respect to periods of time prior to the Effective Date, such language is for clarification purposes only and shall not be deemed to change the obligations of the parties with respect thereto. In no event shall this Amendment be construed to impose any liability on Landlord for any period of time preceding its ownership of the Property.
8. Option to Extend. Tenant has two (2) remaining options to extend the Term of the Lease, each for a period of five (5) years pursuant to Article 40 of the Lease.

9. Ratification of Lease Provisions. Except as otherwise expressly amended, modified and provided for in this Amendment, Tenant hereby ratifies all of the provisions, covenants and conditions of the Lease, and such provisions, covenants and conditions shall be deemed to be incorporated herein and made a part hereof and shall continue in full force and effect.
10. Entire Amendment. This Amendment contains all the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings between the parties with respect to such subject matter.
11. Binding Amendment. This Amendment shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
12. Landlord's Liability. Redress for any claims against Landlord under this Amendment or under the Lease shall only be made against Landlord to the extent of Landlord's interest in the Property to which the Premises are a part. The obligations of Landlord under this Amendment and the Lease shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, the general partners thereof or any beneficiaries, stockholders, employees or agents of Landlord, or its investment manager.
13. Governing Law. This Amendment shall be governed by the law of the state in which the Property is located.
14. Authority. Landlord and Tenant each warrant to the other that the person or persons executing this Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Amendment.
15. Severability. If any clause or provision of this Amendment is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby, and that in lieu of each such clause or provision of this Amendment that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.
16. No Reservation. Submission of this Amendment for examination or signature is without prejudice and does not constitute a reservation, option or offer, and this Amendment shall not be effective until execution and delivery by all parties.

17. **Counterparts.** This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first written above.

LANDLORD:

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company

By: RREEF AMERICA, LLC, a Delaware limited liability company, its Authorized Agent

By: 
Name: David K Crane
Title: Asst Vice President

TENANT:

STONE COAST FUND SERVICES LLC, a Maine limited liability company


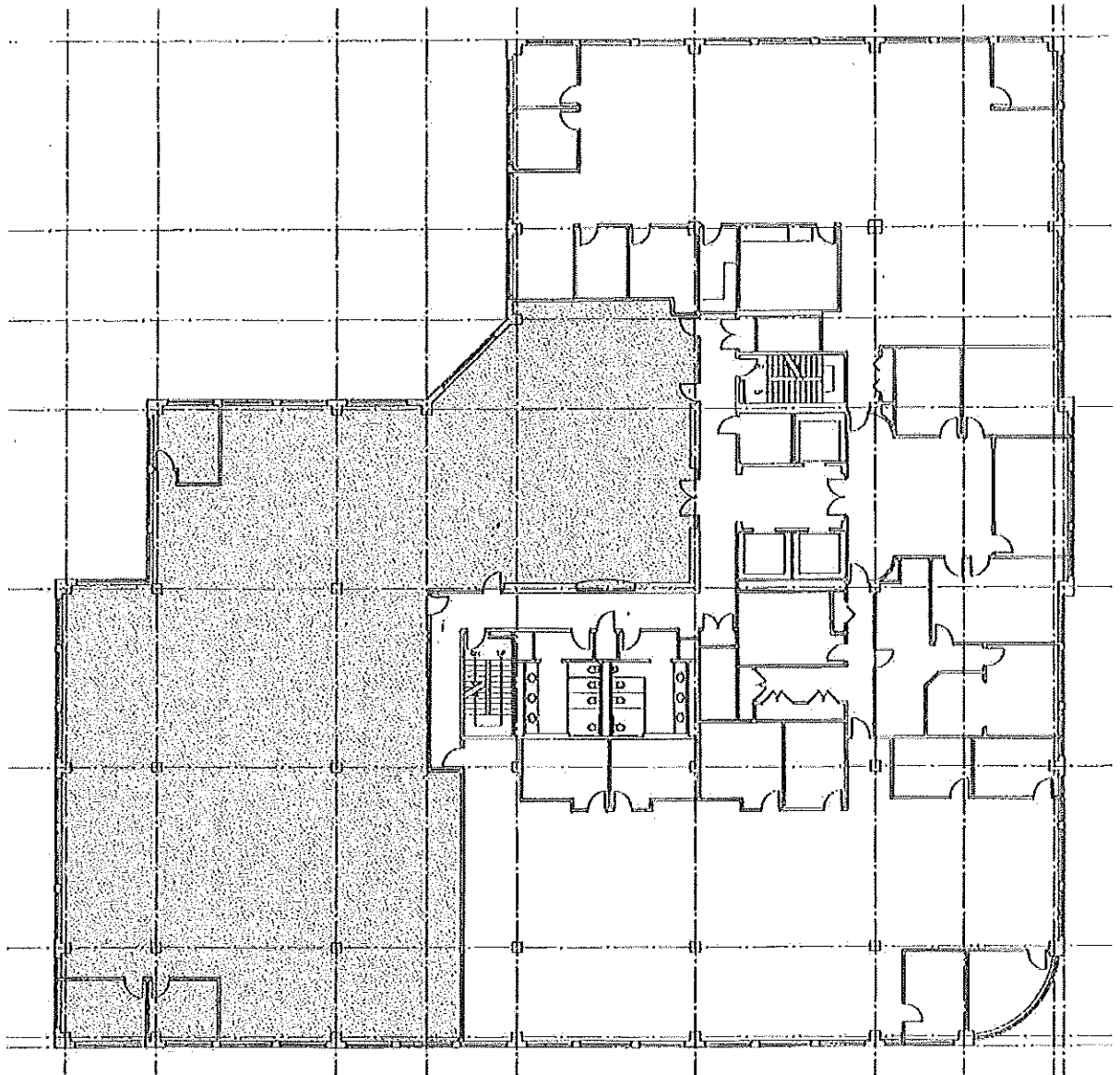
By: 
Name: Marc Ketter
Title: Principal

EXHIBIT A-2 – FLOOR PLAN DEPICTING THE EXPANSION PREMISES

attached to and made a part of the Lease bearing the
Lease Reference Date of June 29, 2011 between
RREEF AMERICA REIT III-Z4 LLC, as Landlord and
STONE COAST FUND SERVICES LLC, as Tenant

Exhibit A-2 is intended only to show the general layout of the Expansion Premises as of the Expansion Premises Commencement Date. It does not in any way supersede any of Landlord's rights set forth in Article 17 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.



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EXHIBIT B-1 – EXPANSION PREMISES INITIAL ALTERATIONS

attached to and made a part of the Lease bearing the Lease Reference Date of June 29, 2011 between RREEF AMERICA REIT III-Z4 LLC, as Landlord and STONE COAST FUND SERVICES LLC, as Tenant

1. Delivery of the Expansion Premises. Tenant hereby acknowledges and agrees that the Expansion Premises shall be delivered to Tenant on the Expansion Premises Commencement Date “as is, where is,” without any representation or warranty by Landlord, and with no additional improvements, repairs or alterations; provided, however, that, Landlord shall deliver the Expansion Premises to Tenant in broom clean condition and with all personal property of the prior occupant removed. Tenant acknowledges and agrees that it has inspected the Expansion Premises and agrees to accept the Expansion Premises in their existing condition and that Landlord shall have no obligation to construct any improvements therein.

2. Plans and Specifications. In the event that it elects to do so, Tenant shall perform the work necessary to fit-up the Expansion Premises for the Permitted Use subject to, and in accordance with, the terms and provisions of this Lease and this Exhibit B-1 (collectively, the “Tenant’s Expansion Premises Work”). All architectural, mechanical, and electrical plans and specifications relating to the construction of the Tenant’s Expansion Premises Work (collectively, the “Tenant’s Expansion Premises Plans”) shall be furnished to Landlord, at Tenant’s sole cost and expense, in accordance with the requirements set forth in Schedule I. Tenant shall hire consultants approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (and which approval shall be deemed given if Landlord does not respond to such request for approval within five (5) business days of Tenant’s written request to Landlord for such approval), for the preparation of Tenant’s Expansion Premises Plans.

2.1 Upon submittal of all or any portion of the Tenant’s Expansion Premises Plans, Landlord shall promptly review the Tenant’s Expansion Premises Plans and shall either approve the Tenant’s Expansion Premises Plans or advise Tenant in writing of any aspect of the design, engineering, construction or installation which is not acceptable to Landlord, specifically identifying each such unacceptable item. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition or delay its approval of Tenant’s Expansion Premises Plans. Landlord shall advise Tenant of its approval or comments on the Tenant’s Expansion Premises Plans in writing within five (5) business days after Landlord’s receipt of the Tenant’s Expansion Premises Plans. In the event that Landlord shall disapprove of any portion of the Tenant’s Expansion Premises Plans, Tenant shall have five (5) business days after Landlord’s notification of its disapproval to revise the Tenant’s Expansion Premises Plans and resubmit them to Landlord, and Landlord again shall have five (5) business days in which to advise Tenant of its approval or disapproval of the changes to the Tenant’s Expansion Premises Plans. The foregoing process shall repeat until the Tenant’s Expansion Premises Plans are approved. In the event Landlord fails to approve or disapprove the Tenant’s Expansion Premises Plans or any changes thereto within the time periods set forth above, the Tenant’s Expansion Premises Plans or the changes shall be deemed to be approved.

2.2 After approval of the Tenant’s Expansion Premises Plans or any portion thereof, Tenant shall not in any material way modify, revise or change such Tenant’s Expansion Premises Plans without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed given if no response is made by Landlord within five (5) business days of Tenant’s written request to Landlord for such consent. If Landlord approves such request, the entire cost of such change, including the cost of revising the Tenant’s Expansion Premises Plans or preparing new plans, shall be borne by Tenant.

2.3 Except for such matters, if any, as shall have been required by Landlord and not requested by Tenant, it shall be Tenant’s responsibility that the Tenant’s Expansion Premises Plans comply with all applicable governmental and municipal laws, codes and regulations and to procure and deliver to Landlord upon request all such licenses, permits and approvals from all governmental authorities as are necessary to permit the Tenant’s Expansion Premises Work to be commenced and continued to completion and the so constructed Expansion Premises to be occupied.

3. Intentionally Deleted.

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4. Contracts and Contractors for the Tenant's Expansion Premises Work. Tenant shall make all such contracts and arrangements as shall be necessary or desirable for the construction and installation of the Tenant's Expansion Premises Work. Tenant shall provide Landlord with a list of all contractors, subcontractors and materialmen to be utilized by or for Tenant with respect to the Tenant's Expansion Premises Work, and, if requested by Landlord, Tenant shall promptly provide Landlord with true, correct and complete copies of all construction and architect's contracts relating to the Tenant's Expansion Premises Work. Such contractors, subcontractors and materialmen must be satisfactory to Landlord in Landlord's reasonable discretion, and shall not be employed without Landlord's written approval first obtained, which approval shall not be unreasonably withheld, conditioned or delayed and which shall be deemed given if no response is made by Landlord within five (5) business days of Tenant's written request to Landlord for such approval. Tenant and Tenant's contractors shall use qualified craftsmen and laborers who are compatible with the trade unions operating in the Building (if any) and Tenant shall take promptly upon Landlord's reasonable demand all commercially reasonable measures necessary to avoid labor unrest in the Expansion Premises and in the Building which is caused by Tenant or Tenant's contractors. Tenant shall cause its general contractor to procure a performance bond and shall provide Landlord with evidence thereof.

5. Construction.

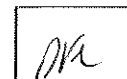
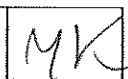
5.1 Promptly upon Landlord's approval of the Tenant's Expansion Premises Plans, Tenant shall apply for, and supply to Landlord upon issuance, copies of a building permit and any other required governmental permits, licenses or approvals required in order to perform the Tenant's Expansion Premises Work. Upon issuance of such approvals, Tenant shall commence the Tenant's Expansion Premises Work and shall diligently proceed in good faith and use commercially reasonable efforts to complete the Tenant's Expansion Premises Work as soon as practicable. Tenant agrees to cause the Tenant's Expansion Premises Work to be constructed in a good and workmanlike manner using first-class quality materials and in accordance with all applicable governmental and municipal laws, codes and regulations in accordance with the terms and provisions of this Lease. Any costs incurred by Landlord in providing utilities, the use of any freight elevator, supervision or other services needed for the accomplishment of the Tenant's Expansion Premises Work shall be reimbursed by Tenant to Landlord within ten (10) business days of Tenant's receipt of invoices therefor. Upon completion of the Tenant's Expansion Premises Work, Tenant shall provide to Landlord, if applicable: (a) an architect's certificate of final completion; (b) copies of all necessary governmental permits, including, but not limited to, a temporary or permanent certificate of occupancy (the "Certificate of Occupancy"); (c) the sworn statement of the general contractor; (d) final lien waivers from all contractors, subcontractors and materialmen; and (e) any other information or documentation reasonably requested by Landlord to evidence lien-free completion of the Tenant's Expansion Premises Work and payment of all of the costs and expenses thereof. Landlord shall have the right to observe the performance of the Tenant's Expansion Premises Work and Tenant shall take all such actions with respect thereto as Landlord may, in its good faith determination, deem advisable from time to time to assure that the Tenant's Expansion Premises Work and the manner of performance thereof shall not be injurious to the engineering and construction of the Building or the electrical, plumbing, heating, mechanical, ventilating or air-conditioning systems of the Building and shall be in accordance with the Tenant's Expansion Premises Plans and the provisions of this Lease.

5.2 Intentionally Deleted.

5.3 Intentionally Deleted.

5.4 In addition to any other conditions or limitations on such license to enter the Expansion Premises after the execution of the First Amendment for purposes of performing the Tenant's Expansion Premises Work, Tenant expressly agrees that neither it nor any of its agents, contractors, workmen, mechanics, suppliers or invitees shall enter the Expansion Premises for such purpose unless and until Tenant shall furnish such assurances to Landlord, including, but not limited to, insurance coverages, waivers of lien, or surety company performance bonds, as Landlord shall reasonably require to protect Landlord against any loss, casualty, liability, liens or claims arising from or in connection with the performance of the Tenant's Expansion Premises Work.

6. Tenant's Default. If Tenant shall fail to comply with any term, provision or agreement under this Exhibit B-1, and if any such matter is not remedied or resolved within thirty (30) days following written notice to Tenant, or such additional time as necessary so long as Tenant has commenced to remedy such failure within said thirty (30)

	
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days and continues to prosecute the same to completion, then such failure shall be treated as an Event of Default by Tenant under this Lease and Landlord shall have any remedies granted to Landlord under this Lease in the case of an Event of Default by Tenant under this Lease, as well as any other remedies available at law or in equity.

7. Tenant Expansion Premises Improvement Payment.

7.1 In the event that Tenant's Expansion Premises Work is performed, so long as (a) this Lease is in full force and effect, (b) no Event of Default has occurred hereunder which has not been cured, and (c) Landlord has received sworn statements, waivers of lien and other documents and assurances pertaining to the Tenant's Expansion Premises Work reasonably sufficient to protect Landlord against mechanics' liens, then Landlord hereby agrees to pay to Tenant the sum of One Hundred Seventy-Eight Thousand Six Hundred Fourteen and 00/100 Dollars (\$178,614.00) (the "Tenant Expansion Premises Improvement Payment") within sixty (60) days following Landlord's receipt of a true and complete copy of the Certificate of Occupancy for the Expansion Premises. In the event that Tenant elects not to perform any portion of the Tenant's Expansion Premises Work, so long as (i) this Lease is in full force and effect, and (ii) no Event of Default has occurred hereunder which has not been cured, Landlord hereby agrees to pay to Tenant the Tenant Expansion Premises Improvement Payment within sixty (60) days following Landlord's receipt of a true and complete copy of the Certificate of Occupancy for the Expansion Premises.

7.2 Notwithstanding the foregoing to the contrary, all amounts of the Tenant Expansion Premises Improvement Payment shall be either disbursed or applied on or before September 1, 2014, or such amounts shall be deemed forfeited by Tenant and Landlord shall have no further obligation with respect thereto. Tenant hereby acknowledges and agrees that in the event that the cost of the Tenant's Expansion Premises Work exceeds the amount of the Tenant Expansion Premises Improvement Payment, Tenant shall be solely responsible for the amount of such excess.

8. Miscellaneous.

8.1 All rights and remedies of Landlord herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more such rights or remedies shall not be deemed to exclude or waive the right to the exercise of any other rights or remedies. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

8.2 This Exhibit B-1 shall not be deemed applicable to any additional space added to the Pre-Expansion Premises or the Expansion Premises at any time or from time to time, whether by any options under this Lease or otherwise, or to any portion of the Pre-Expansion Premises or the Expansion Premises or any additions thereto in the event of a renewal or extension of the original term of this Lease, whether by any options under this Lease or otherwise.

8.3 Tenant shall, before commencing any portion of the Tenant's Expansion Premises Work, and for so long as any Tenant's Expansion Premises Work shall continue, comply with the insurance requirements in Schedule II hereto. In the event Tenant fails to so comply, Landlord shall have the option, but not the obligation, to procure the required insurance and charge Tenant the cost of such compliance as additional rent.

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SCHEDULE I


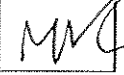
STANDARDS FOR TENANT'S EXPANSION PREMISES PLANS

- I. The Tenant's Expansion Premises Plans shall contain the following information:
 - a. A layout of the Expansion Premises showing demising, corridor and exterior walls in relationship to the Building core. The locations of exterior window mullions, columns, stairways and other building features shall also be shown on the Tenant's Expansion Premises Plans.
 - b. The location and composition of all walls. Unless any of the same are not applicable to Tenant's Expansion Premises Work, non-standard improvements, such as walls requiring insulation, half walls, vinyl wall coverings or walls requiring special construction must be clearly noted on the Tenant's Expansion Premises Plans. Sectional details must be provided to adequately describe the construction of any non-standard wall.
 - c. The location, size and swing of all doors. All doors shall conform with Landlord's standard door specifications, unless otherwise noted on the Tenant's Expansion Premises Plans. Notwithstanding the foregoing, any preexisting doors that are being maintained in the Expansion Premises shall benefit from the presumption that they conform with the Landlord's standard specifications, or already have been approved by the Landlord as deviations from such standard specifications.
 - d. A description of flooring materials.
 - e. A reflected ceiling plan showing the layout of lighting fixtures, switches, and any other non-standard improvements which are to be located within the ceiling system; however such a plan shall not be required to the extent that preexisting ceilings, lighting fixtures and switches in or serving the Expansion Premises are being maintained without alteration.
 - f. The location of all telephone and electrical outlets. Non-standard improvements, such as outlets to be located more than twelve (12) inches above the floor, dedicated circuit outlets or high amperage/voltage outlets must be clearly noted on the Tenant's Expansion Premises Plans.
2. Intentionally Omitted.
3. Intentionally Omitted.
4. The Tenant's Expansion Premises Plans shall contain sufficient notations, specifications and details to describe all improvements, including but not limited to:
 - a. Insulated walls, special wall materials such as plate glass or glass block.
 - b. Door dimensions, thickness, hardware or locks.
 - c. Flooring materials.
 - d. Electrical outlets requiring a dedicated circuit, more than 120 volts or more than 15 amperes.
 - e. Telephone outlets requiring more than 3/4 inch diameter conduit.
 - f. Light fixtures, exhaust fans, ceiling heights, or ceiling designs using non-standard materials.

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- g. Any special conduits, receptacles or electrical devices necessary to serve communications equipment, computers or other facilities to be installed by Tenant.
- h. Any special requirements to accommodate handicapped employees of Tenant within the Premises.
- i. Any requirements for fire protection of computers, other equipment or materials installed by Tenant.
- j. Any requirements for special fire detection or life safety equipment not required by applicable building codes in effect at the time of construction.
- k. Any special reinforcing of the floor system which will be necessary to support computers, filing systems, equipment or furnishings having a load exceeding fifty (50) pounds per square foot of floor area.
- l. Any special requirements for humidity control, temperature control, extra air-conditioning capacity, ventilation or heating which would not be provided by Landlord's standard building systems. Such special requirements may arise as a result of Tenant's desire to install a computer or other equipment which generates heat, food preparation facilities, bathrooms, laboratories, microfilm storage or other special facilities, equipment or products.
- m. Any private bathrooms, wet-bars, kitchens, vending machines or other installations requiring plumbing work or ventilation.
- n. Any improvement which will require modification of the Building's structural, mechanical or electrical components.

	
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SCHEDULE II

INSURANCE REQUIREMENTS

1. During the performance of the Tenant's Expansion Premises Work at the Expansion Premises, Tenant shall cause to be maintained for Landlord's benefit insurance in an insurance company or companies which are "A" rated, Class VII or better in Best's Key Rating Guide or such lesser standard as shall be reasonably acceptable to Landlord and authorized to transact business in the state in which the Building is located, protecting Landlord against liabilities arising out of the operations of subcontractors and sub-subcontractors as well as Tenant's contractor ("Contractor") with respect to all the Tenant's Expansion Premises Work, including at least and in amounts not less than:
 - a. Worker's Compensation & Employers Liability: Statutory limits required by applicable Worker's Compensation Law and \$500,000 per occurrence for Employers Liability, without limitation including all liability arising under any applicable structural work act and any other statute for the protection of employees.
 - b. Commercial or Comprehensive Liability including Landlord's and Contractor's Protective, products, and completed operations coverage, contractual liability including Contractor's indemnity agreements contained in the Contract Documents, personal injury (employees' exclusion deleted) \$5,000,000 per occurrence Bodily Injury and Property Damage, \$5,000,000 combined single limit. Landlord may require deletion of the "x, c, u" exclusion, if applicable.
 - c. Comprehensive Auto Liability including owned, non-owned, and hired vehicles coverage: \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).
 - d. Builder's Risk in an "all risk" form covering the Tenant's Expansion Premises Work against loss by fire and other casualty in an amount equal to the full insurable value of the Tenant's Expansion Premises Work.

Notwithstanding the foregoing, upon Tenant's request Landlord shall provide the coverages set forth in subparagraph (d) above and Tenant shall reimburse Landlord for the actual cost thereof.

2. Contractor shall either have the Landlord added as an additional named insured to the preceding Commercial or Comprehensive General Liability insurance policy or shall supply a separate Landlord's Protective policy, with limits as specified, naming the Landlord as named insured, and said General Liability or Landlord's Protective policy shall be maintained in force until the completion of the Tenant's Expansion Premises Work.
3. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage; insurance written to cover only claims made within the policy period is not acceptable without the express advance written consent of Landlord. To the extent the policy is not a Landlord's Protective policy, it shall be endorsed to indicate that it is primary as respects Landlord, not contributory with any other insurance available to the Landlord and not subject to reduction of coverage as to Landlord by reason of any claim asserted against Contractor other than in connection with the Tenant's Expansion Premises Work or by reason of any misstatement, act or omission of any party other than Landlord applying for or insured by such insurance.
4. Each insurance policy and any certificate furnished in lieu of a policy shall state that it will not be cancelled, reduced or materially changed without thirty (30) days' prior written notice to Landlord. In the event Tenant fails to provide replacement coverage at least fifteen (15) days prior to the expiration of any policy of insurance, Landlord may at its option secure such insurance and Tenant shall reimburse Landlord for the cost thereof as additional rent; but Landlord shall not have any obligation to secure any such insurance.

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5. If and so long as any monies shall be or be about to be owed to any lender upon the security of an interest in the Expansion Premises or the Building, at Landlord's request (and provided such lender's name and address is provided to Tenant) any insurance required hereunder for Landlord's protection shall also protect Landlord's mortgagee and whenever Landlord is to be an additional insured, Landlord's mortgagee shall also be so insured.
6. Each of the aforesaid insurance coverages shall be placed into effect before any of the Tenant's Expansion Premises Work is commenced and shall be maintained in force at all times while and for at least so long as any of the Tenant's Expansion Premises Work is carried on, including without limitation, any and all activities performed in fulfillment of any obligation of Contractor or any Subcontractor to correct defects in the Tenant's Expansion Premises Work or under any other warranty. Before commencing any of the Tenant's Expansion Premises Work, and as often thereafter as reasonably requested by Landlord, Tenant shall supply Landlord with either the policies themselves or certificates of insurance reasonably satisfactory to Landlord, evidencing compliance with all the foregoing requirements.
7. No insurance policy purporting to insure Landlord or Landlord's lender, as the case may be, shall without the prior written consent of said party be so written as to limit or condition any of the insurer's obligations to said party with respect to any insured loss or liability by any condition or requirement that said party bear, assume or pay any portion of such loss or liability before the insurer's obligation to said party shall come into effect.

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