

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-09P-LCA03381
ADDRESS OF PREMISES: 4600 BOHANNON (AT MENLO CORPORATE CENTER)	PDN Number: N/A

THIS AMENDMENT is made and entered into between Kilroy Realty, L.P.

Whose address is:

12200 W. Olympic Boulevard, #200
Los Angeles, CA 90064-1041

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to update the Rent structure, Tenant Improvements Rent payment, and the Broker commission and commission credits.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 6, 2016 as follows:

Paragraph 1.03 and Paragraph 1.04 are deleted in their entirety and the following substituted therefore:

GSA Form L201C, of the Lease Contract is amended to read:

1.03 RENT AND OTHER CONSIDERATION


A. Rent shall commence without the amortized Tenant Improvements as referenced in Paragraph 1.03. Upon completion of the Tenant Improvements and acceptance by the Government, a subsequent Lease Amendment shall be prepared to memorialize the actual Tenant Improvement amount that will be amortized into the remaining firm term of the lease. The Government shall pay the Lessor annual rent as follows:

This Lease Amendment contains three (3) pages.

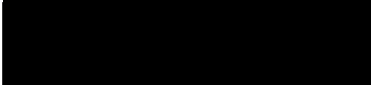
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR: *Kilroy Realty L.P., a Delaware limited partnership*

Signature: 
Name: Richard A. Zuk
Title: Senior Vice President, Asset Mgmt
Entity Name: Kilroy Realty Corporation
Date: April 20, 2016

FOR THE GOVERNMENT:

Signature: 
Name: Carl Brown
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: April 20, 2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Eileen S. Kong
Title: Vice President
Asset Management
Date: April 19, 2016

1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM 4/1/2016 --DATE TO BE DETERMINED	FIRM TERM DATE OF TI ACCEPTANCE --3/31/2026	NON-FIRM TERM 4/1/2026 -- 3/31/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,206,713.82	\$1,206,713.82	\$1,441,336.60
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00 ²	\$0.00
OPERATING COSTS ³	\$ 198,957.19	\$ 198,957.19	\$ 198,957.19
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 17,142.37	\$ 17,142.37	\$0.00
TOTAL ANNUAL RENT	\$1,422,813.38	\$1,422,813.38²	\$1,640,293.79

¹Shell rent calculation:

(Firm Term) \$68.610065 per RSF multiplied by 17,588 RSF

(Non Firm Term) \$81.95 per RSF multiplied by 17,588 RSF

²The Tenant Improvement Rent payment is zero (0) until the tenant improvements are completed and accepted by the Government. At Space Acceptance, the Tenant Improvement Allowance of \$24,365,497 per ABOA SF will be amortized at 8% over the remaining portion of the firm term and will be added to the Total Annual Rent.

³Operating Costs rent calculation: \$11.312099 per RSF multiplied by 17,588 RSF

⁴Building Specific Amortized Capital (BSAC) of \$117,741.64 are amortized at a rate of 8.0 percent per annum over 10 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,187 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ Americas Inc. D/B/A CUSHMAN & WAKEFIELD (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ Americas Inc. D/B/A

INITIALS:


LESSOR

&


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CUSHMAN & WAKEFIELD with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

April 2016 Rental Payment \$118,567.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted April 2016 Rent.*

May 2016 Rental Payment \$118,567.78 minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted May 2016 Rent,*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:


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