

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2 <hr/> 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 modify the Lease Exhibit B: Tenant Improvement Items; authorize change order; accept the tenant improvements; update the Rent structure and the 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 **November 1, 2017** as follows:

EXHIBIT B TO LEASE GS-09P-LCA03381: TENANT IMPROVEMENT ITEMS shall be deleted in its entirety and replaced with the attached EXHIBIT B TO LEASE GS-09P-LCA03381: REVISED TENANT IMPROVEMENT ITEMS.

- I. In a Letter dated 02/08/17, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$323,112.76.
- II. In a subsequent Letter dated 02/27/17, the Government redacted the original NTP Letter and issued a revised Notice to Proceed for Tenant Improvements in the amount of **\$314,968.01** which removed tenant improvements totaling \$8,144.75 for demo.

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:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

III. The Government approved the following Change Orders as noted below.

Change Orders	
1 - Corian Upgrade	
2 - Conduit IT Work	
3 - A3 Wall type upgrade	
4 - Door Frame Paint Work	
5 - L4 Wall Finish	
6 - Electrical Receptacle	
7 - Service calls for FLS devices	
8- Humidification System	
Credit for as- builds not required	
TOTAL	
TI at NTP	
<b>TI BUILD OUT TOTAL</b>	<b>\$342,736.24</b>

IV. The Tenant Improvement amount is established as **\$342,736.24** amortized at 8% for the remaining time of the firm term upon acceptance of space.

Paragraph 1.03 A, 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. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 4/1/2016 – 10/31/2017	FIRM TERM DATE OF TI ACCEPTANCE 11/01/17 – 3/31/2026	NON-FIRM TERM 4/1/2026 – 3/31/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,206,713.82	\$1,206,713.82	\$1,441,336.60
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$56,088.19 <sup>2</sup>	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 198,957.19	\$ 198,957.19	\$ 198,957.19
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 17,142.37	\$ 17,142.37	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,422,813.38</b>	<b>\$1,478,901.57<sup>2</sup></b>	<b>\$1,640,293.79</b>

<sup>1</sup>Shell 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

<sup>2</sup>The Tenant Improvement Amount of **\$342,736.24** will be amortized at 8% over the remaining portion of the firm term for 101 months (11/01/17 to 03/31/26) and will be added to the Total Annual Rent.

<sup>3</sup>Operating Costs rent calculation: **\$11.312099** per RSF multiplied by **17,588** RSF

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

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR LESSOR GOV'T

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. **DTZ Americas Inc. D/B/A CUSHMAN & WAKEFIELD U.S. Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is based on the Aggregate lease value and has increased from [REDACTED] to [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission of which [REDACTED] was already paid in accordance with LA1 leaving [REDACTED] due will be payable to **DTZ Americas Inc. D/B/A CUSHMAN & WAKEFIELD US Inc.** in accordance with the commission agreement. The remaining portion of [REDACTED] is the revised commission credit. The government took the commission credit in the amount of [REDACTED], in accordance with LA1 for April 2016 and May 2016 rents. The remaining amount of the Commission Credit is [REDACTED] and shall be taken as follows:

B. **November 2017** Rental Payment **\$123,241.80** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **November 2017** Rent.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOV'T