

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA03450
ADDRESS OF PREMISES 8505 Aero Drive San Diego, CA 92123-1722	PDN Number: N/A

THIS AMENDMENT is made and entered into between **EGP SSA SAN DIEGO LLC**

whose address is: 2101 L Street, NW, Suite 650
Washington, D.C. 20037-1526

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 establish rent commencement for Shell and Operating Costs.

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 **UPON EXECUTION BY THE GOVERNMENT**, as follows:

LEASE TERM is hereby deleted in its entirety and replaced with the following:

"LEASE TERM


To Have and To Hold the said Premises with its appurtenances for the term **December 5, 2017 – December 4, 2032** subject to termination rights as are hereinafter set forth, to be used for such purposes as determined by GSA."

(continued on next page)

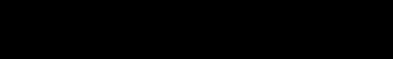

This Lease Amendment contains 2 pages.

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:

Signature: 
Name: William C. Trimble, III
Title: Chief Executive Officer
Entity Name: EGP SSA SAN DIEGO LLC
Date: 12/4/17

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/4/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Nicholas A. Nimerala
Title: Vice President
Date: 12/4/17

Lease Paragraph 1.03, Subparagraphs A and J are hereby deleted in their entirety and replaced below.

"1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	FIRM TERM 12/05/2017 – 12/04/2027 ⁵	NON-FIRM TERM 12/05/2027 – 12/04/2032
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$213,943.07	\$283,649.61
TENANT IMPROVEMENTS RENT ²	TBD	\$0.00
OPERATING COSTS ³	\$113,479.71	\$113,479.71
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ²	TBD	\$0.00
TOTAL ANNUAL RENT	\$327,422.78	\$397,129.32

¹Shell rent calculation:

(Firm Term) \$21,268821 per RSF multiplied by 10,059 RSF

(Non Firm Term) \$28,198589 per RSF multiplied by 10,059 RSF

²The Tenant Improvement Allowance of up to \$501,225.73 and the Building Specific Amortized Capital (BSAC) of up to \$22,000.00 will be amortized into the rent upon the substantial completion and acceptance of the tenant improvements and BSAC at a rate of 6 percent per annum over the remaining firm term of the Lease.

³Operating Costs rent calculation: \$11,28141 per RSF multiplied by 10,059 RSF

⁴Parking costs described under sub-paragraph I below

⁵Two (2) months of free rent, applying to all components of the rent, will commence upon the first full month after substantial completion for Tenant Improvements and BSAC build-out.

J. **FREE RENT:** In accordance with the Lease negotiations, the Lessor has offered free rent (Including Shell, Operating Costs, Tenant Improvements, and BSAC) to the Government for the first two (2) months of the Lease. Therefore, the first two (2) months of the Lease shall be provided at no cost to the Government. Upon substantial completion of TI and BSAC work, TI/BSAC rent will be amortized and the first two months of amortized rent shall be provided at no cost to the Government."

Lease Paragraph 1.04, Subparagraph A is hereby deleted in its entirety and replaced below.

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

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 [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. [REDACTED] of the Commission will be payable to DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc."

Lease Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:


"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after December 5, 2027, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

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

INITIALS:


LESSOR

& 
GOVT