

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-24120
ADDRESS OF PREMISES: 138 Delaware Ave, Buffalo, NY 14202-2404	PDN Number:

THIS AMENDMENT is made and entered into between **GOVERNMENT PROPERTIES INCOME TRUST LLC**

whose address is: **255 Washington Street, Suite 300
Newton, MA 02458-1634**

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 (a) re-establish the term of the lease; (b) adjust the rent for the ten (10) year term of the lease; (c) adjust the Tenant Improvement (TI) allowance; (d) adjust the broker commission & commission credit language; (e) provide for the completion of the remaining punch-list items and one (1) change order.

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 **June 17, 2014**, as follows:

1. The term of the Lease, together with rental payments shall commence on December 17, 2013 and shall continue for a period of ten (10) years through and including December 16, 2023. For the period from December 17, 2013 to June 16, 2014, the Government shall pay the Lessor annual rent of \$0.00 (Six (6) month Free Rent Period). Free Rent Period excludes payment for Unamortized Tenant Improvement (TI) Allowance. TI payments will be made at a rate of approximately \$10,654.06 per month during the six (6) month "free rent" period. Rent payments will commence on June 17, 2014. The total annual rent for the term of the lease will be **\$1,242,674.08**.


2. Paragraph 3 of the Standard Form 2 GS-02B-24120 (Rider to Lease) will be replaced in its entirety with the following:

The Government shall pay the Lessor annual rent as outlined below in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to: **c/o GOVERNMENT PROPERTIES INCOME TRUST LLC, 255 Washington Street, Suite 300, Newton, MA 02458-1634** via electronic payment of funds. The Government shall pay no rent for the initial six (6) months of this lease. Additionally, as outlined in Paragraph 6(B) of this Standard Form 2, the Government shall receive a commission credit in the amount of **\$236,100.41**.


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: David M. Blackman
Title: President and Chief Operating Officer
Entity Name: Government Properties Income Trust LLC
Date: 10/9/14

FOR THE GOVERNMENT

Signature: 
Name: Paula Smith
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/15/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Executive Assistant
Title: Executive Assistant
Date: 10/9/14

For the period from December 17, 2013 to June 16, 2014, the Government shall pay the Lessor annual rent of \$0.00 (Six (6) month Free Rent Period).

For the period from June 17, 2014 to December 16, 2023, the Government shall pay the Lessor annual rent of \$1,242,674.08 at the rate of approximately \$103,556.17 per month.

3. Paragraph 9 of the Rider to Lease GS-02B-24120 will be replaced in its entirety with the following:

The Tenant Improvements ("TI") shall include all work necessary to prepare the premises for Tenant's use and occupancy as set forth herein. The Lessor agrees to contribute a TI Allowance of **\$1,278,487.04** (\$1,134,424.96 Notice to Proceed TI Build-out amount + \$144,062.08 Change Order Amount) towards the cost of TI work. Such contribution is included as part of the rental consideration set forth in Paragraph 3 of this SF-2. The Lessor's contribution toward the TI cost will be amortized over the 10-year term of the Lease (120 months) together with interest at a rate of 0.00% per annum (\$127,848.70 per annum).

4. Paragraph 6B of the Standard Form 2 GS-02B-24120 (Rider to Lease) will be replaced in its entirety with the following:

In accordance with SFO Paragraph 2.1, Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.1, only [REDACTED] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED], which is the "Commission Credit", to be credit to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this SF-2, the shell rental payments due and owing under this Lease during this period shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the seventh month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

From June 17, 2014 to July 16, 2014, the rental payment shall be \$44,531.07 (rental payment of [REDACTED] minus prorated Commission Credit of [REDACTED])

From July 17, 2014 to August 16, 2014, the rental payment shall be \$44,531.07 (rental payment of [REDACTED] minus prorated Commission Credit of [REDACTED])

From August 17, 2014 to September 16, 2014, the rental payment shall be \$44,531.07 (rental payment of [REDACTED] minus prorated Commission Credit of [REDACTED])

From September 17, 2014 to October 16, 2014, the rental payment shall be \$44,531.07 (rental payment of [REDACTED] minus prorated Commission Credit of [REDACTED])

NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

6. **Punch List Action:** The following remaining work items will be completed by the Lessor, per mutual agreement, by September 10, 2014. This work is to be completed at the Lessor's expense:

- a. Kitchen closet doors need to be adjusted
- b. HVAC in Amy's office, and others, clicks loudly when turned on
- c. Correct wood countertop installation in open area 501 (possible countertop warping, not seated properly)
- d. Closet door is missing handle on 6th floor
- e. Adjust elevator lobby door on the 5th floor

6. **Change Orders:** The total for change orders associated with the tenant improvements is **\$144,062.08**. Outstanding action items from change order modifications include the installation of the chandeliers in Main Conference Room 404 and Office 645. The deadline to complete the installation of these chandeliers, per mutual agreement, is September 10, 2014. The cost of this work was approved by the Contracting Officer and has been included in the final TI cost adjustment.

INITIALS:


LESSOR

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GOV'T