

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 1</b>  <b>TO LEASE NO. GS-09P-LCA03274</b>
<b>ADDRESS OF PREMISES: 9444 Balboa Avenue, Suites 320 &amp; 475, San Diego, CA 92123-4447</b>	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between **BRE CA OFFICE OWNER LLC, a Delaware limited liability company**

whose address is: 222 S. Riverside Plaza, Suite 2000, Chicago, IL 60606-6115  
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

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 January 28, 2017 as follows:

To establish beneficial occupancy, adjust the annual rent and broker commission credit. Section 1.03, Paragraph A and Section 1.04 are deleted in their entirety and the following substituted therefore:

Lease Term

1. The commencement date of this lease is [REDACTED]
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning [REDACTED] and continuing for a period of [REDACTED] firm, through the expiration date of [REDACTED] subject to termination and renewal rights as may be hereinafter set forth.

**1.03 RENT AND OTHER CONSIDERATION (APR 2015)**

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: [REDACTED]  
Name: Frank Campbell  
Title: Managing Director  
Entity Name: Equity Office  
Date: 3/10/17

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: JASON T. KEISING  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 3/14/17

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: D. Keller  
Title: Exec. Asst.  
Date: 3/10/17

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

	FIRM TERM [REDACTED]	NON FIRM TERM [REDACTED]
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$523,365.18	\$563,960.54
OPERATING COSTS <sup>2</sup>	\$170,605.50	\$170,605.50
<b>TOTAL ANNUAL RENT<sup>3</sup></b>	<b>\$693,970.68</b>	<b>\$734,566.04</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$29.91 per RSF multiplied by 17,498 RSF

(Non Firm Term) \$32.23 per RSF multiplied by 17,498 RSF

<sup>2</sup>Operating Costs rent calculation: \$9.75 per RSF multiplied by 17,498 RSF

<sup>3</sup>The Government shall be entitled to free rent in the amount of \$231,323.56 (shell and operating rent for months 1-4) to be applied against the monthly full serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully captured in equal monthly installments over the shortest time practical.

\* "The Government shall be entitled to free rent in the amount of \$32,710.32 in Month 5 which reflects a 25% discount on 3 months' worth of shell rent."

#### 1.4 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle Americas, 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 Lessor and Broker. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc 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:

Month 6 Rental Payment \$57,830.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.\*

Month 7 Rental Payment \$57,830.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.\*

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

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

INITIALS: JLK  
LESSOR

&

SJR  
GOV'T