

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
ADDRESS OF PREMISES 4560 Viewridge Avenue San Diego, CA 92123-1637	TO LEASE NO. GS-09P-LCA03280

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 establish the Lease commencement date and to commence rent prior to Substantial Completion of the Space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Page 1 of the Lease entitled, "Lease Term", and Section 1.03 is hereby deleted and replaced with the following:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the following term:

[REDACTED] Firm, commencing [REDACTED] and continuing through [REDACTED]

subject to termination and renewal rights as may be hereinafter set forth."

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.



This Lease Amendment contains 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:
 Signature: **[REDACTED]**
 Name: David M. Blackman
 Title: President and Chief Operating Officer
 Entity Name: Government Properties Income Trust LLC
 Date: 6/23/16

FOR THE GOVERNMENT:
 Signature: **[REDACTED]**
 Name: Daniel J. McGrath
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 6/24/16

WITNESSED FOR THE LESSOR BY:

Signature: **[REDACTED]**
 Name: Peter Diarzio
 Title: Leasing Analyst
 Date: 6/23/16

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	Firm Term (Years)	Non Firm Term (Years)
	Annual Rent	Annual Rent
Shell Rent ¹	\$2,376,013.50	\$2,376,243.20
Tenant Improvements rent ²	\$ 0.00	\$0.00
Operating Costs ³	\$ 779,891.49	\$ 779,891.49
Building Specific Amortized Capital (BSAC) ⁴	\$0.00	\$0.00
Total Annual Rent	\$3,155,904.99	\$3,156,134.69

¹Shell rent calculation:

(Firm Term) \$25.50 per RSF multiplied by 93,177 RSF

(Non Firm Term) \$25.50 per RSF multiplied by 93,177 RSF

²The Tenant Improvement Allowance of up to \$1,697,280.00 shall be amortized and included in the rent and will be adjusted upon substantial completion in accordance with Paragraph B. below.

³Operating Costs rent calculation: \$8.37 per RSF multiplied by 93,177 RSF

⁴Building Specific Amortized Capital (BSAC) of up to \$848,840.00 shall be amortized and included in the rent and will be adjusted upon substantial completion in accordance with Paragraph C. below.

B. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate. At the minimum (subject to credits/ scope reduction), \$1,050,620.74 of TI Costs shall be amortized into the rent effective the date of substantial completion through the end of the firm term as a result of the stated amount released by the GSA LCO on April 28, 2016 through a Notice to Proceed Construction.

C. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate. At the minimum (subject to credits/ scope reduction), \$448,180.05 of BSAC Costs shall be amortized into the rent effective the date of substantial completion through the end of the firm term as a result of the stated amount released by the GSA LCO on April 28, 2016 through a Notice to Proceed Construction.

D. 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.

E. 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.

F. 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.

INITIALS:



LESSOR

&



GOVT

G. Section 1.04 of the Lease, "Broker Commission and Commission Credit (JUN 2012)" shall be adjusted according to the final TI and BSAC costs as agreed upon by the parties subsequent to substantial completion."

All other terms of the Lease shall remain in full force and effect.

INITIALS:


LESSOR

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