

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03280
ADDRESS OF PREMISES 4560 Viewridge Avenue San Diego, CA 92123-1637	

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 adjust the amount of parking, to commence the amortization of TI and BSAC Costs, to adjust the Broker Commission and Commission Credit, and to establish the Termination Rights date.

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

Paragraphs 1.02 A, 1.03, 1.04, and 1.05 are hereby deleted in their entirety, and the following new Paragraphs 1.02 A, 1.03, 1.04, and 1.05 have been added to the Lease as follows:

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

A. Parking: 398 parking spaces as depicted on the plan attached hereto as Exhibit A-1, reserved for the exclusive use of the Government, of which 103 shall be Large (11'x24'), 209 shall be standard (9'x18'), 78 shall be compact (8'x15'), and 8 shall be ABAAS parking spaces.

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: **Dec. 13, 2016**

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: **Daniel J. McGrath**
 Title: **Lease Contracting Officer**
GSA, Public Buildings Service
 Date: **12/15/2016**

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: **Peter Dimitrov**
 Title: **Leasing Analyst**
 Date: **12-13-2016**

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:

	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$2,376,013.50	\$2,376,013.50	\$2,376,243.20
Tenant Improvements rent ²	\$0.00	\$120,119.21	\$0.00
Operating Costs ³	\$779,891.49	\$779,891.49	\$779,891.49
Building Specific Amortized Capital (BSAC) ⁴	\$0.00	\$49,823.33	\$0.00
Total Annual Rent	\$3,155,904.99	\$3,325,847.53	\$3,156,134.69

¹ Shell rent calculation: (Firm Term) \$25.50 per RSF multiplied by 93,177 RSF
(Non-Firm Term) \$25.5024652 per RSF multiplied by 93,177 RSF

² The Tenant Improvement Allowance of \$1,151,142.46 is amortized at a rate of 0.0 percent per annum over 115 months (11/1/16-5/31/26).

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

⁴ Building Specific Amortized Capital (BSAC) of \$477,473.57 is amortized at a rate of 0.0 percent per annum over 115 months (11/1/16-5/31/26).

~~B. PARAGRAPH INTENTIONALLY DELETED~~

~~C. PARAGRAPH INTENTIONALLY DELETED~~

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

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~~G.~~ PARAGRAPH INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Carpenter/Robbins Commercial Real Estate, 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. Only [REDACTED] of the Commission will be payable to **Carpenter/Robbins Commercial Real Estate, 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:

November 2016, Rental Payment \$277,153.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

December 2016, Rental Payment \$277,153.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

January 2017, Rental Payment \$277,153.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

February 2017, Rental Payment \$277,153.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole, at any time on or after June 1, 2026 by providing not less than 120 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.

INITIALS:


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