

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 001
LEASE AMENDMENT ADDRESS OF PREMISES: 9174 Sky Park Court Floor One San Diego, CA 92123-2666	TO LEASE NO. GS-09P-LCA03256 PDN Number: N/A

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 Lease to establish Beneficial Occupancy, add effective dates into the rent schedule and to memorialize the final TIA, establish the Government Termination Rights date, include Change Order Work as identified herein this Lease Amendment, and establish systems and equipment to be maintained by the Government.

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:



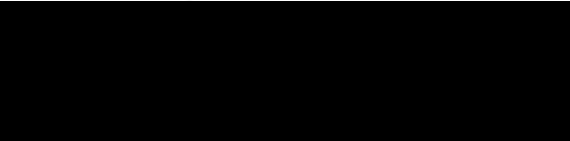

Page 1 of the Lease entitled, "Lease Term", Sections 1.03A, 1.05, and 7.02 are hereby deleted in their entirety and the following new Sections are substituted; and Paragraph 1 has been added to the Lease thereof.


"Page 1 of the Lease entitled, "Lease Term"


To Have and To Hold the said Premises with its appurtenances for the term beginning on November 1, 2015 through October 31, 2025."

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:  Name:  Title: <u>President and Chief Operating Officer</u> Entity Name: <u>Government Properties Income Trust LLC</u> Date: <u>12/11/15</u>	FOR THE GOVERNMENT: Signature:  Name:  Title: <u>Lease Contracting Officer</u> GSA, Public Buildings Service Date: <u>12/11/15</u>
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WITNESSED BY: 

 Signature: 
 Name: Peter Dimidow
 Title: Leasing Analyst
 Date: 12/11/2015

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	Effective November 1, 2015 through October 31, 2020 (Firm Term)	Effective November 1, 2020 through October 31, 2025 (Non Firm Term)
SHELL RENT ¹	\$467,001.50	\$467,001.50
TENANT IMPROVEMENTS RENT ²	\$232,993.55	\$0.00
OPERATING COSTS ³	\$229,932.30	\$229,932.30
BUILDING SPECIFIC SECURITY ⁴	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$929,927.35	\$696,933.80

¹Shell rent calculation: \$15.05 per RSF multiplied by 31,030 RSF

²The Tenant Improvement Allowance \$1,164,967.73 amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs rent calculation: \$7.41 per RSF multiplied by 31,030 RSF

⁴Building Specific Security Costs of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

1.05 Termination Rights (Aug 2011)

The Government may terminate this Lease in whole or in part effective anytime on or after November 1, 2020 by giving at least ninety (90) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

7.02 GOVERNMENT CAUSED INCREASE IN OPERATING COSTS POST LEASE AWARD

The Government shall bear the cost of maintaining and when applicable replacing the following: [REDACTED], conference room equipment consisting of AV and other related media equipment, and [REDACTED]. If anything is contrary to this throughout the Lease, this paragraph shall take precedence.

1. CHANGE ORDER WORK

A. Upon Government execution of this Lease Amendment, the Lessor shall provide all labor, materials, and equipment to install the following items into the Premises.

Item	Change Order Costs
CO #1: Supply and install [REDACTED] required cabling.....	[REDACTED]
CO #2: Add coax cabling	[REDACTED]
CO #4 AV & WAP requirements.....	[REDACTED]
CO #3: Security requirements.....	[REDACTED]
CO #9: Design costs for revised dwgs.....	[REDACTED]
CO #7: Slab moisture barrier at VCT areas (change from original SOW).....	[REDACTED]
CO #12: [REDACTED]	[REDACTED]
CO #13 Add changes for MDI FB #4 Delta 5 dwgs.....	[REDACTED]
CO #11 Add changes for MDI FB #3, Delta 4 dwgs.....	[REDACTED]
CO #10 Add changes for MBI FB #2.....	[REDACTED]
CO #14 Add changes for MDI FB #5, Delta 6.....	[REDACTED]
CO #15 Add changes for MDI FB #6	[REDACTED]
CO #19 [REDACTED], water line, and exterior landing work.....	[REDACTED]
CO #17 Training Room integration.....	[REDACTED]
CO #16R Re-work condensation lines.....	[REDACTED]
CO #20 [REDACTED]	[REDACTED]
CO #21R Storefront Door.....	[REDACTED]
CO #23 Additional ceiling fixture, and mullion painting.....	[REDACTED]

INITIALS:

LESSOR

&

GOVT

CO #22R [REDACTED]
CO #18 VCI work
CO #25 OT work for systems wiring
CO #24 Credit for TVs [REDACTED]

SUB TOTAL \$251,695.00

Lessor PM Fee @ 5% \$12,584.75

Total Change Order Costs \$264,279.75

- B. The total cost for the change order work is \$264,279.75. This amount shall be added to the initial construction cost of \$900,687.98 which equates to a total project cost of \$1,164,967.73 and shall be amortized over the firm term of the Lease at a rate of zero percent per annum as additionally noted in Section 1.03 A.

INITIALS:


LESSOR

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GOVT