

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04P-LGA60400
	ADDRESS OF PREMISES 11 Corporate Blvd. Atlanta, GA 30329-1909

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, effective March 6, 2018.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: summarize the government approved change orders (Change Order Approvals and Cost Summaries attached as Exhibit A); establish the final Tenant Improvement Allowance used; accept the Tenant Improvements made to the Premises; and, to establish the final rent table and economic terms of the Lease for the [REDACTED] at 10 & 11 Corporate Blvd., Atlanta, GA 30329-1909.

- I. Agency generated Change Orders #1-6 were previously approved by the government and added to the TI scope of the project (see attached Exhibit A for Cost Summaries and Contracting Officer Approvals). Cost and scope are summarized as follows:

- Change Order #1 – Added Floor Boxes & Wall Revisions - [REDACTED]
- Change Order #2 – Added Power and Data Outlets - [REDACTED]
- Change Order #3 – Additional In-Wall Blocking - [REDACTED]
- Change Order #4 – Additional AV Infrastructure - [REDACTED]
- Change Order #5 – Interior Signage - [REDACTED]
- Change Order #6 – Pre-Action Sprinkler System – Design Only - [REDACTED]

This Lease Amendment contains 4 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: 5-4-18

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: Darnell Chavis
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 5/9/18

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Krista Cairns
 Title: Leasing Analyst
 Date: 5/4/18

- II. The Tenant Improvements made to the Premises have been inspected and subject to punch list completion, are hereby accepted by the Government. The start date for Rent is hereby established as January 25, 2018.
- III. The Commencement Date of this Lease is hereby established as January 25, 2018. The Government shall have and hold the Premises with their appurtenances for the term beginning upon January 25, 2018 and continuing for a period of Fifteen (15) Years, Ten (10) Years Firm at the rates in Lease Paragraph 1.03 (as amended below).
- IV. In accordance with Lease Paragraphs 1.09 and 1.12, the final amount of Tenant Improvement Allowance is hereby established as \$3,550,606.90 and the BSAC as \$1,044,072.73. The remainder of the NTP amount equaling \$4,772,681.12 (\$4,621,288.47 for TI from LA 1 plus \$151,392.65 for Change Orders #1-6 summarized in Paragraph 1 above) shall be paid via lump sum by the Government.
- V. Invoice instructions for payment of lump sum amount:
The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at www.finance.gsa.gov/vendors and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer.

The Lessor shall submit two (2) separate invoices. The first invoice shall total \$3,404,845.07 and the second invoice shall total \$1,367,836.05.

A proper invoice must include:

An invoice number provided by the Contracting Officer. Please include this number: PS0041109

Name of your Business Concern and Invoice Date

Lease Contract No., Lease Amendment No., and Building Location

Description and Price of items in conformance with this Lease Amendment.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

- VI. The rent table established in Paragraph 1.03 of the Lease is hereby deleted and replaced as follows:

"1.03 RENT AND OTHER CONSIDER

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

	January 25, 2018 – JANUARY 24, 2019	January 25, 2019 - JANUARY 24, 2020	January 25, 2020 – JANUARY 24, 2028	January 25, 2028 – JANUARY 24, 2033
	FIRM TERM	FIRM TERM	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$0.00	\$514,711.71	\$1,539,001.86	\$1,900,959.35
TENANT IMPROVEMENTS RENT ²	\$355,060.69	\$355,060.69	\$355,060.69	\$0.00
OPERATING COSTS ³	\$455,541.95	\$455,541.95	\$455,541.95	\$455,541.95
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$104,407.27	\$104,407.27	\$104,407.27	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$915,009.91	\$1,429,721.62	\$2,454,011.77	\$2,356,501.30

¹Shell rent calculation:

(January 25, 2018 – January 24, 2019) \$0.00 per RSF multiplied by 90,565 RSF
 (January 25, 2019 – January 24, 2020) \$5.68 per RSF multiplied by 90,565 RSF
 (January 25, 2020 – January 24, 2028) \$16.99 per RSF multiplied by 90,565 RSF
 (January 25, 2028 – January 24, 2033) \$20.99 per RSF multiplied by 90,565 RSF

²The Tenant Improvement Allowance of \$3,550,606.90 is amortized at a rate of 0.00 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.03 per RSF multiplied by 90,565 RSF

⁴Building Specific Amortized Capital (BSAC) of \$1,044,072.73 are amortized at a rate of 0.00 percent per annum over 10 years

⁵Parking costs described under sub-paragraph H below

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In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is based upon a mutual on-site measurement of the Space, totaling **85,354** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517, yielding 90,565 RSF.
- C. This subparagraph has been intentionally deleted.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. 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.
- F. 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.
- G. 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.
- H. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside)."

VII. Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Savills Studley, 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 **Savills Studley, 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. Since the shell rent for year 1 of the Lease Term is \$0.00, the reduction in shell rent shall commence with the 13th month of rent and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 13 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.*
- Month 14 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.*
- Month 15 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 15th Month's Rent.*
- Month 16 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 16th Month's Rent.*
- Month 17 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 17th Month's Rent.*
- Month 18 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 18th Month's Rent.*
- Month 19 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.*
- Month 20 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 20th Month's Rent.*
- Month 21 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 21st Month's Rent.*
- Month 22 Rental Payment **\$119,143.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 22nd Month's Rent.*

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Month 23 Rental Payment \$119,143.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 23rd Month's Rent.*

Month 24 Rental Payment \$119,143.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 24th Month's Rent.*

Month 25 Rental Payment \$204,500.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 25th Month's Rent.*
* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

VIII. The Lessor waives all restoration rights.

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