

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 2

DATE

9/02/2011

TO LEASE NO. GS-09B-01977

ADDRESS OF PREMISES: 4181 Ruffin Road,
San Diego, CA 92123

THIS AGREEMENT, made and entered into this date by and between GPT Properties Trust

whose address is: 255 Washington Street
Suite 300
Newton, MA 02458-2094

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to add actual dates in the rent schedule, establish the Government Termination Rights date, establish Beneficial Occupancy, establish the amount of Tenant Improvement Allowance to be amortized, and include Change Order Work as identified herein this Supplemental Lease Agreement.

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

Paragraphs 3, 4, 9, 16, and 24 are deleted in their entirety, and the following new Paragraphs 3, 4, 9, 16, and 24 are substituted therefore; and Paragraph 29 has been added.

*3. The Government shall pay the Lessor annual rent as follows:

Effective August 10, 2011 through August 9, 2018 annual rent of \$1,126,380.52 (Inclusive \$1,002,139.60 Tenant Improvement Costs amortized over 7 years at 0% interest) at the rate of \$93,865.04 per month in arrears.

Effective August 10, 2018 through August 9, 2021 annual rent of \$631,436.90 at the rate of \$52,619.74 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

GPT Properties Trust
C/O REIT Management and Research LLC
~~400 Centre Street~~ 255 Washington St, Ste 300
Newton, MA 02458-2094

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: GPT Properties Trust

By: Reit Management & Research LLC, its agent

BY

David M. Lepore
(Signature)

David M. Lepore
Senior Vice President

(Title)

Two Newton Place
255 Washington Street
Suite 300
Newton, MA 02458
(Address)

IN THE PRESENCE OF (witnessed by:)

Elizabeth Burnham
(Signature)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY

Daniel J. McGrath
(Daniel J. McGrath)

Contracting Officer, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 2 TO LEASE NUMBER GS-09B-01977

*4. The Government may terminate this lease in whole or in part effective any time on or after August 10, 2018 by giving at least 120 days notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

109 ^{DM} *9. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on August 10, 2011 through August 14, 2021 subject to termination rights as may be hereinafter set forth.

*16. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 1.8 E-1 (d), "How to Offer". The Tenant Improvement Allowance in the amount of \$1,002,139.60 shall be amortized over the seven (7) year firm term of the lease agreement at an interest rate (amortization rate) of 0% per year.

***24. COMMISSION AND COMMISSION CREDIT**

The Lessor and the Government's Broker have agreed to a cooperating lease commission of [redacted] of the gross firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$93,865.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment \$93,865.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

***29. CHANGE ORDER WORK**

A. Upon Government execution of this Supplemental Lease Agreement, the Lessor shall provide all labor, materials, and equipment to install the following numbered and referenced Change Orders (CO) into the Premises.

Item	Change Order Costs
CO # 01: TV bracket install.....	[redacted]
CO # 02: Remove partitions between Room 183 and 185 and relocate utilities.....	[redacted]
CO # 03: [redacted].....	[redacted]
CO # 04: Add receptacles/ tel/data in Army/ Navy areas. Convert sensor faucet to manual.....	[redacted]
CO # 05: [redacted] The change causes a credit.....	[redacted]
CO # 06: Additional tel/data for phase 5 & 8.....	[redacted]
CO # 07: Additional outlet in supply office. Automated light switch in file room. Add light in medical male restroom.....	[redacted]
Total Change Order Costs.....	<u>\$48,114.00</u>

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

Initials: Lessor DM / Government DM