GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-04P-LGA62642
ADDRESS OF PREMISES: 12 Corporate Square Blvd. Atlanta, GA 30329-2013	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 above Lease.

**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) No. 4 to establish the final Tenant Improvement Allowance, and accept the Tenant Improvements made to the Premises; and, to establish the final rent table and other economic terms of the Lease for the Centers for Disease Control and Prevention (CDC) at 12 Corporate Square Blvd., Atlanta, GA 30329-2013.

1. In accordance with Lease Paragraphs 1.03C. and 1.08, the final amount of Tenant Improvement Allowance is hereby established as \$1,563,613.14 (as evidenced by the approved Change Order Log attached hereto as Exhibit A); therefore, the rent table established in Paragraph 1.03 of the Lease is hereby deleted and replaced as follows:

## **CONTINUED ON PAGE 2 OF 3**

This Lease Amendment contains 3 page(s).

All other terms and conditions of the lease shall ren IN WITNESS WHEREOF, the parties subscribed the	
FOR THE LESSOR:  COVERNMENT REST THOM  BY Reit M  Signature:  Name:  Title:  Entity Name:  Date:  March 16, 2015	FOR THE  CANALIC  Signature  Name:  Title:  GSA, Public Buildings Service,  Date:  3 / 25 / 2015
WITNESSED FO	
Signature: Name: Title:  Date:  Signature:  Name:  Title:  Signature:  Name:  Title:  Signature:  Name:  Na	

## "1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, effective October 1, 2013 through September 30, 2023, at the following rates:

*	10/1/2013 — 9/30/2020 (FIRM TERM)	10/1/2020 9/30/2023 (Non-firm Term)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$637,497.08	\$1,270,764.40
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$223,373.31	\$0.00
OPERATING COSTS <sup>3</sup>	\$757,442.00	\$757,442.00
BUILDING SPECIFIC AMORTIZED  CAPITAL RENT <sup>4</sup>	\$18,435.71	\$0.00
TOTAL ANNUAL RENT	\$1,636,748.10	\$2,028,206.40

(Firm Term) \$6.43 per RSF multiplied by 99,084 RSF

(Non-firm Term) \$12.83 per RSF multiplied by 99.084 RSF

The Tenant Improvement Allowance of \$1,563,613,14 is amortized at a rate of 0.00 percent per annum over 7 years.

Operating Costs rent calculation: \$7.64 per RSF multiplied by 99.084 RSF. Operating costs are subject to CPI increases starting in 2014.

The Building Specific Amortized Capital principal of \$129,050.00 is amortized at a rate of 0.00 percent per annum over 7 years.

- B. Lessor and the Government mutually agree that based on the final as-built floorplans dated 1-13-2015, the final measurement of the Space includes 86,160 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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 the 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 System for Award Management (SAM) account.
- F. The 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 "Paragraph 1.01, THE PREMISES" created herein;
- 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."
- 2. Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (Aug 2011)

A. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to Studley, Inc. with the remaining 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:
October, 2013 (Month 1) Rental Payment \$136,395.68 minus prorated commission credit of adjusted 1 <sup>st</sup> Month's Rent.
November, 2013 (Month 2) Rental Payment \$136,395.68 minus prorated commission credit of adjusted 2 <sup>nd</sup> Month's Rent.
December, 2013 (Month 3) Rental Payment \$136,395.68 minus prorated commission credit of adjusted 3 <sup>rd</sup> Month's Rent.
January, 2014 (Month 4) Rental Payment \$136,395.68 minus prorated commission credit of adjusted 4 <sup>th</sup> Month's Rent.
Rent Reconciliation for GS-04P-LGA62642: Our records indicate that this Lease was overpaid by the amount of \$364,830.88. This overpayment includes the Tenant Improvement Rent for the period from 10/01/2013 through 02/28/2015. Additionally, the "commission credit" amount credited to the shell rental portion resulted in an excess credit of The total amount due back to the Government is the \$364,830.88 overpayment minus the excess credit of total. Lessor and the Government agree that the Government shall be reimbursed for the net overage in payment for the period noted above by a \$55,847.74 per month reduction in shell rental payments due and owing under this Lease until the full amount of the overpayment is recaptured. The reduction in shell rent shall begin March 1, 2015 and continue for a total of 6 months.
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