GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03411
ADDRESS OF PREMISES 550 Kearny Street San Francisco, CA 94108-2527	

THIS AMENDMENT is made and entered into between

550 Kearny Street, LLC, a Delaware limited liability company,

whose address is: c/o Brickman Capital, 712 Fifth Avenue, 6th Floor, New York, NY 10019-9108

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 memorialize the lease commencement date and issue a Notice To Proceed with Construction.

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 of the Government as follows:

Paragraph 7.04 is hereby added:

"7.04. Lease Term Commencement

GSA Lease Number GS-09B-01810 shall expire at termination on September 26, 2016. GSA Lease Number GS-09P-03411 shall commence on [redacted] for a [redacted] that expire [redacted] to termination rights defined in Paragraph 1.05."

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: Steven Klein
Title: Authorized Signatory
Entity Name: 550 Kearny Street LLC
Date: August 8, 2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Joel Gomez
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/23/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Aaron Lazovik
Title: VP
Date: 8/8/16

Paragraph 7.05 is hereby added:

"7.05 NOTICE TO PROCEED
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed $1,355,977.00 inclusive of all management and design fees."

Paragraph 7.06 is hereby added:

"7.06 TENANT IMPROVEMENT BALANCE

The total cost for Tenant Improvements is not to exceed $1,355,977.00 as set forth in paragraph 7.05. $499,896.00 of the total amount will be amortized into the rent at 0 percent interest rate over the initial 10 years of the lease as Tenant Improvement Rent. The Tenant Improvement Rent will commence upon acceptance of the Improvements and will be memorialized in a subsequent lease amendment. The first 4 months of the Tenant Improvement Rent will be free to the Government as a rent concession. The Government hereby orders the balance of $856,081.00.

Upon completion, inspection, and acceptance of space, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $856,081.00 shall be submitted via the GSA Finance website at: https://finance3.gsa.gov/webVendors/.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at james.philliposian@gsa.gov.

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Lease Amendment)"

Paragraph 1.03. A. is hereby replaced with the following:

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

	[redacted]	[redacted]	[redacted]
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$0.00	$419,255.53	$419,255.53
TENANT IMPROVEMENTS RENT[2]	$0.00	$0.00	$0.00
OPERATING COSTS[3]	$0.00	$95,087.12	$95,087.12
PARKING[5]	$9,500.00	$9,500.00	$9,500.00
TOTAL ANNUAL RENT	**$9,500.00**	**$523,842.65**	**$523,842.65**

INITIALS: SL &
LESSOR GOV'T

	[redacted]	[redacted]	[redacted] (NON-FIRM TERM)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$474,837.03	$538,969.53	$620,204.03
TENANT IMPROVEMENTS RENT[2]	$0.00	$0.00	$0.00
OPERATING COSTS[3]	$95,087.12	$95,087.12	$95,087.12
PARKING[4]	$9,500.00	$9,500.00	$9,500.00
TOTAL ANNUAL RENT	**$579,424.15**	**$643,556.65**	**$724,791.15**

[1]Shell rent calculation:

(Firm Term, Year 1) **$49.03** per RSF multiplied by **8,551** RSF less four (4) months of free rent (inclusive of Shell Rent, Operating Cost and Tenant Improvement Allowance)
(Firm Term, Year 2-3) **$49.03** per RSF multiplied by **8,551** RSF
(Firm Term, Year 4-6) **$55.53** per RSF multiplied by **8,551** RSF
(Firm Term, Year 7-10) **$63.03** per RSF multiplied by **8,551** RSF
(Non-Firm Term, Year 11-15) **$72.53** per RSF multiplied by **8,551** RSF

[2]Tenant Improvements of **$499,896.00** are amortized at a rate of **0** percent per annum over **10** years (less 4 months of free Tenant Improvement Rent). Tenant Improvement Rent shall be added to the lease upon Government acceptance of the final phase of the Improvements.
[3]Operating Costs rent calculation: **$11.12** per RSF multiplied by **8,551** RSF
[4]Parking cost is $4,750/space/annum for two (2) spaces"

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: SK &
LESSOR GOV'T