

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 1</p> <p>TO LEASE NO. GS-09P-LCA03472</p> <p>Building No.: CA6380ZZ</p>
<p>ADDRESS OF PREMISES</p> <p>301 Howard Street</p> <p>San Francisco, CA 94105-6605</p>	<p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **301 Howard Strategic Venture LLC**

whose mailing address is: C/O The Van Barton Group, 301 Howard Street, Suite 801, San Francisco, CA 94105-6605

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 establish beneficial occupancy and lease term dates, as well as remove tenant improvement costs until they are completed and accepted 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, **December 17, 2017**, as follows: delete and replace the Lease Term paragraph, paragraph 1.03, and paragraph 1.04.


Continued on Pages 2 - 4.

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: 
 Name: Justin B. Kleinman
 Title: Authorized Signatory
 Entity Name: 301 Howard Strategic Venture LLC
 Date: January 17, 2018

FOR THE GOVERNMENT:

Signature: 
 Name: Gabriel Shuken
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 1/23/18

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Grace Alvarez
 Title: Office Management Liaison
 Date: January 17, 2018

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on **December 17, 2017** continuing to **December 16, 2027** as required by this Lease and being for a Lease term of

10 Years, 10 Years Firm."

"1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

Period	Shell Rent ¹	Operating Costs ²	Tenant Improvement Rent ³	Total Annual Rent*
12/17/2017 - 1/16/2018	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2018 - 12/16/2018	\$1,033,269.14	\$155,065.17	\$0.00	\$1,188,334.31
12/17/2018 - 12/16/2019	\$1,127,202.70	\$173,391.05	\$0.00	\$1,300,593.75
12/17/2019 - 12/16/2020	\$1,127,202.70	\$177,725.83	\$0.00	\$1,304,928.53
12/17/2020 - 12/16/2021	\$1,127,202.70	\$182,168.97	\$0.00	\$1,309,371.67
12/17/2021 - 12/16/2022	\$1,127,202.70	\$186,723.20	\$0.00	\$1,313,925.90
12/17/2022 - 12/16/2023	\$1,262,328.98	\$191,391.28	\$0.00	\$1,453,720.26
12/17/2023 - 12/16/2024	\$1,262,328.98	\$196,176.06	\$0.00	\$1,458,505.04
12/17/2024 - 12/16/2025	\$1,262,328.98	\$201,080.46	\$0.00	\$1,463,409.44
12/17/2025 - 12/16/2026	\$1,262,328.98	\$206,107.47	\$0.00	\$1,468,436.45
12/17/2026 - 12/16/2027	\$1,262,328.98	\$211,260.16	\$0.00	\$1,473,589.14

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Rental Rate Summary Table

Period	Shell Rate (\$/RSF)	Operating Costs Rate (\$/RSF)	Tenant Improvement Rate (\$/RSF)
12/17/2017 - 1/16/2018	\$0.00	\$0.00	\$0.00
1/17/2018 - 12/16/2018	\$72.991174	\$10.953960	\$0.00
12/17/2018 - 12/16/2019	\$72.991174	\$11.227809	\$0.00
12/17/2019 - 12/16/2020	\$72.991174	\$11.508504	\$0.00
12/17/2020 - 12/16/2021	\$72.991174	\$11.796217	\$0.00
12/17/2021 - 12/16/2022	\$72.991174	\$12.091122	\$0.00
12/17/2022 - 12/16/2023	\$81.741176	\$12.393400	\$0.00
12/17/2023 - 12/16/2024	\$81.741176	\$12.703235	\$0.00
12/17/2024 - 12/16/2025	\$81.741176	\$13.020816	\$0.00
12/17/2025 - 12/16/2026	\$81.741176	\$13.346337	\$0.00
12/17/2026 - 12/16/2027	\$81.741176	\$13.679995	\$0.00

¹Shell rent calculation: Years 1-5 \$72.99 per RSF multiplied by 15,443 RSF; Years 6-10 \$81.74 per RSF multiplied by 15,443 RSF

²Operating Costs rent calculation: Year 1: \$10.95 per RSF multiplied by 15,443 RSF. Operating Costs increase 2.5% annually.

³Tenant Improvement rent will be calculated upon completion of the Tenant Improvements based on the portion of the Tenant Improvement Allowance used by the government. The negotiated Tenant Improvement Allowance is \$59.98 per RSF multiplied by 15,443 RSF. Upon completion of Tenant Improvements, the used portion of the Tenant Improvement Allowance will be amortized at a rate of 7% per annum over the remaining firm term of the lease. A Lease Amendment will be issued to incorporate the total Tenant Improvements used into the Total Annual Rent.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. 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. Within thirty (30) days following substantial completion of the Tenant Improvements, Lessor and the Government shall amend the Lease to revise the Tenant Improvement Rent, Tenant Improvement Rate, and Total Annual Rent, as stated in Section 1.03.A., based on the portion of the Tenant Improvement Allowance used by the Government, amortized at a rate of 7% per annum over the remaining term of the Lease. The revised Tenant Improvement Rent, Tenant Improvement Rate, and Total Annual Rent shall be effective as of the date of substantial completion of the Tenant Improvements, as outlined in Paragraph 4.10 "Acceptance of Space and Certificate of Occupancy".

E. INTENTIONALLY DELETED

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- F. 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.
- G. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- H. 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.
- I. INTENTIONALLY DELETED
- J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first (1st) month of the Lease shall be provided at no cost to the Government."

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

- A. CBRE, 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 CBRE, 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. 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:

Month 2 Rental Payment \$108,030.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

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

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