

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-00B-LNV03231
ADDRESS OF PREMISES: 5100 East Winnemucca Boulevard, Winnemucca, NV, 89445	PDN Number:

THIS AMENDMENT is made and entered into between [REDACTED] NEVADA Ltd., whose address is: 800 MARTHA STREET, HOMESTEAD, PA, 15120-3902 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease as follows: *to provide for Beneficial Occupancy date and to establish Rent start date; to provide for Tenant Improvements (TIs) reconciliation and Building Specific Amortized Capital (BSAC) reconciliation and to provide for rent adjustment.*

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 by the Government as follows:

1. CHANGE: "LEASE TERM: To Have and To Hold the said Premises with its appurtenances for the term beginning on March 8, 2017, as required by this Lease and continuing for a period of 20 Years, 15 Years Firm, subject to termination and renewal rights as may be hereinafter set forth."

2. CHANGE: "Paragraph 1.03 Rent and Other Consideration.

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:

FOR THE GOVERNMENT:

Signature: [REDACTED]

Signature: [REDACTED]

Name: Samantha Cadenhead

Name: Deana Morad

Title: General Partner

Title: Lease Contracting Officer

Entity Name: BLM Nevada Ltd.

GSA, Public Buildings Service

Date: 4/11/2017

Date: 4/12/2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Bradford Walsh

Title: Operations Manager

Date: 4/11/2017

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

OFFICE 22,178 RSF

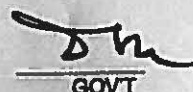
Rent Description	Firm Term	Firm Term	Firm Term	Firm Term	Soft Term	Soft Term
	Annual Rent Year 1 - 5	Rent per SQ FT Year 1 - 5	Annual Rent Year 6 - 15	Rent per SQ FT Year 6 - 15	Annual Rent Year 16 - 20	Rent per SQ FT Year 16 - 20
Shell Rent ¹	\$232,203.66	\$10.47	\$232,203.66	\$10.47	\$304,060.38	\$13.71
Office Tls rent ²	\$51,896.52	\$2.34	\$51,896.52	\$2.34	\$0.00	\$0.00
Operating Costs ³	\$50,787.62	\$2.29	\$50,787.62	\$2.29	\$50,787.62	\$2.29
Office BSAC ⁴	\$2,883.14	\$0.13		\$0.13	\$0.00	\$0.00
BSAC IDS maintenance ⁴	1,996.02	\$0.09	\$0.00	\$0.00	\$0.00	
Parking ⁵	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$339,766.96	\$15.32	\$334,887.80	\$15.23	\$354,848.00	\$16.00

WAREHOUSE 12,382 RSF

Rent Description	Firm Term	Firm Term	Firm Term	Firm Term	Soft Term	Soft Term
	Annual Rent Year 1 - 5	Rent per SQ FT Year 1 - 5	Annual Rent Year 6 - 15	Rent per SQ FT Year 6 - 15	Annual Rent Year 16 - 20	Rent per SQ FT Year 16 - 20
Shell Rent ¹	\$129,639.54	\$10.47	\$129,639.54	\$10.47	\$169,757.22	\$13.71
Warehouse Tls rent ²	\$5,324.26	\$0.43	\$5,324.26	\$0.43	\$0.00	\$0.00
Operating Costs ³	\$28,354.78	\$2.29	\$28,354.78	\$2.29	\$28,354.78	\$2.29
Warehouse BSAC ⁴	2,847.86	\$0.23	2,847.86	\$0.23	\$0.00	\$0.00
Total Annual Rent	\$166,166.44	\$13.42	\$166,166.44	\$13.42	\$198,112.00	\$16.00

INITIALS:  LESSOR

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¹Shell rent (Firm Term) calculation: \$10.47 per RSF multiplied by 34,560 RSF. Shell rent (Soft Term) calculation: \$13.71 per RSF multiplied by 34,560 RSF.

²The Tenant Improvement Allowance: \$49.12 per ABOA sq ft of office space and \$8.02 per ABOA sq ft of warehouse space amortized at a rate of 00.00 (zero) percent per annum over 15 years. The Tenant Improvements Rent inclusive of office and warehouse is \$2.77 per RSF includes Design and Project Management fees.

³Operating Costs rent calculation: \$2.29 per RSF multiplied by 34,560 RSF.

⁴Building Specific Amortized Capital (BSAC) Allowance for the Premises: \$2.50 per ABOA sq ft amortized at a rate of 00.00 (zero) percent per annum over 15 years. The BSAC rent is \$.13 per RSF for the office space and \$.23 per RSF for the warehouse space and \$.09 per RSF for IDS maintenance.

⁵Parking costs described under sub-paragraph H. below.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital 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 subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 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. 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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 (with the exclusion of gas and electricity), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of gas and electricity directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. Parking shall be provided at a rate of \$00.00 per parking space per month (Surface).

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3. CHANGE: "Paragraph 1.11 Building Specific Amortized Capital.

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$2.50 per ABOA SF for a total of \$85,125.00. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 00.00 (zero) percent. The Lessor shall construct all BSAC items in accordance with the Lease Contract agreement L201C and Agency Special Requirements, incorporated and made part of this lease, and all terms and conditions of this lease contract. The Lessor shall provide all design and permit fees, materials, equipment and labor to install and to maintain installed BSAC items. The BSAC items ordered by the Government are described on the Exhibit 1 attached hereto and made part of this Lease, see attached Exhibit 1, p.1. The Lessor shall maintain the following BSAC items: Intrusion Detection System for a period of years 1 through 5 of the lease firm term. The cost of IDS maintenance, parts and labor, are included in the rent. The Lessor hereby waives restoration as a result of all improvements."


4. ADD: "Paragraph 4.16 Tenant Improvements Reconciliation.

The total cost for Tenant Improvements buildout submitted by the Lessor in the amount of \$ 859,164.77 is below the Tenant Improvement Allowance of \$1,171,116.00. The Government hereby orders the difference in the amount of \$311,951.23 to be processed as decrease in rent. The Lessor shall construct all Tenant Improvements in accordance with Section 3 and Section 4 of the Lease Contract agreement L201C and Agency Special Requirements, incorporated and made part of this lease, and all terms and conditions of this lease contract. The Lessor shall provide all design and permit fees, materials, equipment and labor to install and to maintain installed Tenant Improvements. The Tenant Improvement items ordered by the Government are described on the Exhibit 1 attached hereto and made part of this Lease, see attached Exhibit 1, p.1. The Lessor hereby waives restoration as a result of all improvements."

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Winnemucca [REDACTED] Tenant Improvement Breakdown

March 22, 2017

Tenant Improvement Item	Warehouse Allocation	Office Allocation	TOTAL
<u>Originals from SLA1 as per TICS dated 2016.05.17</u>			
Original TI	\$ 71,992.71	\$ 664,407.09	\$ 736,399.80
Original BSAC	\$ 42,613.40	\$ 33,592.23	\$ 76,205.63
Original TI & BSAC Combined			\$ 812,605.43

<u>Change Orders as per TICS dated 2017.03.07</u>			
Furniture Manipulation as per PCO 5		\$ 103,040.00	\$ 103,040.00
Material and Labor: Sink Replacements including electrical		\$ 4,964.00	\$ 4,964.00
Shop Bathroom Remodel	\$ 5,664.57		\$ 5,664.57
Material and Labor to replace 4 Urinals and ten WC's in Employee Restrooms		\$ 6,296.40	\$ 6,296.40
Material and Labor: Radio Tower RF Cabling Relocate	\$ 2,800.00		\$ 2,800.00
BSAC*** IDS System Upgrade		\$ 5,491.37	\$ 5,491.37
BSAC*** Material and Labor: Added Card reader at reception door		\$ 3,428.00	\$ 3,428.00
BSAC*** IDS System Yearly Maintenance, 5 year contract total		\$ 10,350.00	\$ 10,350.00

<u>Final Totals as per TICS dated 2017.03.07</u>			
Tenant Improvements	\$ 80,457.28	\$ 778,707.49	\$ 859,164.77
Building Security Amortized Capital (BSAC)	\$ 42,613.40	\$ 52,861.60	\$ 95,475.00
Total Combined	\$ 123,070.68	\$ 831,569.09	\$ 954,639.77

LEASE NO. GS-09B-LNV03231

Exhibit 1, p. 1 Initials: *ae*
 Lessor Gov't