GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09B-LNV03308
ADDRESS OF PREMISES: 5665 Morgan Mill Road Carson City, NV 89701-1448	PDN Number:

THIS AMENDMENT is made and entered into between **LEVIN LIVING TRUST DATED JULY 31, 1984**
whose address is: 177 Bovet Rd, #600 San Mateo, CA 94402
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 Tenant Improvements(TIs)Allowance and buildout, and reconciliation; to provide for Building Specific Amortized Capital (BSAC) Allowance and buildout, and reconciliation; to provide for Rent reconciliation; and to establish date to issue Notice To Proceed (NTP).*

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: "Paragraph 1.08 Tenant Improvements Allowance. The Tenant Improvement Allowance (TIA) per square foot (SF) for purposes of this Lease is **$ $52.15** per ABOA SF for office space and **$8.02** per ABOA SF for warehouse space. The Tenant Improvements Allowance has been established for the office at $1,377,959.45 and for the warehouse at $75,516.32, for a total of **$1,453,475.77**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 00.00 (zero) percent."
2. ADD: "Paragraph 1.09 Tenant Improvements Reconciliation.
The total cost for Tenant Improvements buildout submitted by the Lessor in the amount of **$435,814.54** is below the Tenant Improvement Allowance of **$1,453,475.77**. The Government hereby orders the difference in the amount of **$1,017,661.23** to be processed as decrease in rent. The Lessor *shall construct* all Tenant Improvements 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 Tenant Improvements as described on the attached TICS Table dated January 1, 2016, Exhibit "A", p. 1. In addition, the Lessor *shall maintain* existing in place TIs items. The Lessor hereby waives restoration as a result of all improvements."

This Lease Amendment contains three (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: [redacted]

Signature: [redacted]
Name: MARTIN M. LEVIN
Title: CO-TRUSTEE
Entity Name: LEVIN LIVING TRUST UTA DATED 7/31/84
Date: JAN. 15, 2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Deana Morad
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/9/2016

WITNESSED FOR THE LESSOR BY: [redacted]

Signature:
Name: JACKIE ACKMAN
Title: ADMINISTRATIVE ASSISTANT
Date: JANUARY 15, 2016

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

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

	FIRM TERM	FIRM TERM	FIRM TERM	FIRM TERM	FIRM TERM	FIRM TERM	NON FIRM TERM	NON FIRM TERM
	ANNUAL RENT YEAR 1 - 5	ANNUAL RENT PER SQ FT YEAR 1 - 5	ANNUAL RENT YEAR 6 - 10	ANNUAL RENT PER SQ FT YEAR 6 - 10	ANNUAL RENT YEAR 11 - 15	ANNUAL RENT PER SQ FT YEAR 11 - 15	ANNUAL RENT YEAR 16 - 20	ANNUAL RENT PER SQ FT YEAR 16 - 20
SHELL RENT[1]	$525,758.13	$14.67	$586,684.43	$16.37	$669,830.91	$18.69	$735,774.67	$20.53
TENANT IMPROVEMENTS RENT[2]	$29,029.59	$.81	$29,029.59	$.81	$29,029.59	$.81	$00.00	$00.00
OPERATING COSTS[3]	$72,753.17	$2.03	$72,753.17	$2.03	$72,753.17	$2.03	$ 72,753.17	$2.03
BUILDING SPECIFIC AMORTIZED CAPITAL[4]	$11,110.09	$.31	$11,110.09	$.31	$11,110.09	$.31	$ 00.00	$00.00
PARKING[5]	$ 00.00	$00.00	$00.00	$00.00	$00.00	$00.00	$ 00.00	$00.00
TOTAL ANNUAL RENT	**$638,650.98**	**$17.82**	**$699,577.28**	**$19.52**	**$782,723.76**	**$21.84**	**$808,527.84**	**$22.56**

[1]*Shell rent* (Firm Term) calculation: $14.67 per RSF multiplied by 35,839 RSF.

[2]The *Tenant Improvements rent* inclusive of office and warehouse is $.81 per RSF includes Design, Construction and Project Management fees, operation and maintenance.

[3]*Operating Costs rent*: $2.03 per RSF multiplied by 35,839 RSF.

[4] The *BSAC rent* inclusive of entire premises is $.31 per RSF includes Design, Construction and Project Management fees, operation and maintenance.

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

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 27,980 ABOA SF of office space and 9,416 ABOA SF of warehouse space 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)."

INITIALS: ME & DM
LESSOR GOV'T

4. CHANGE: "Paragraph 1.11 Building Specific Amortized Capital.
The Building Specific Amortized Capital (BSAC) for purposes of this Lease is not to exceed $5.00 per ABOA SF for a total **of $179,195.00.** 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."

5. ADD: "Building Specific Amortized Capital Reconciliation.
The total cost for Building Specific Amortized Capital (BSAC) buildout for the entire premises submitted by the Lessor in the amount of **$164,376.00** is below the BSAC Allowance of **$179,195.00**. The Government hereby orders the difference in the amount of **$14,819.00** to be processed as decrease in rent. The Lessor *shall construct* all BASC improvements 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 Improvements as described on the attached TICS Table dated January 4, 2016, Exhibit "A", p. 1. The Lessor shall maintain all existing in place BSAC items. The Lessor hereby waives restoration as a result of all improvements."

6. CHANGE: "Paragraph 4.07 Construction Schedule and Initial Construction Meeting.
The Lessor shall furnish a detailed construction schedule developed by general contractor (such as Critical Path Method) to the Government within Five (5) Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines, equipment, and furniture. Within Five (5) Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have the project's architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall prepare the agenda and keep meeting minutes of discussion. The construction shall start on **March 28, 2016 and end on June 17, 2016.** The space shall be ready for the Government's occupancy upon acceptance for Beneficial Occupancy."

7. CHANGE: "AGENCY SPECIFIC REQUIREMENTS, Section III, Office Area Requirements, Paragraph. C. 10. Reception/Public Area.
[redacted]

8. CHANGE: "AGENCY SPECIFIC REQUIREMENTS, Part 2.
Attachment N0.3, Grounding and Bonding Requirements, pp 1 – 6,
Attachment N0.9, Radio Communications Grounding and Bonding Requirements, pp 1 – 54,
Attachment N0.11, Telecommunications Wiring System Specifications, pp 1 – 16, attached hereto and made part hereof."

9. ADD: "NOTICE TO PROCEED.
Upon review of the submitted on January 4, 2016 Tenant Improvements and BSAC cost proposal, the Government has determined that submitted cost proposal is fair and reasonable and a Notice To Proceed on March 21, 2016 shall be issued for the construction of Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) at a total cost not to exceed **$600,190.54** inclusive of all management and architectural and engineering fees and all other fees, costs and expenses associated with making the space and common areas ready for occupancy as described elsewhere in this contract. The lease requires completion of the construction no later than **June 17, 2016.** "

10. ADD: "LEED CI.
LEED CI Checklist and the Narrative have been modified. The new Score Card and Narrative have been attached and made part of this Lease, Exhibit "C", pp 1 – 3."

INITIALS: _____ LESSOR & _____ GOV'T