LEASE NO. GS-09P-LNV03308
BLM Carson City

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between **LEVIN LIVING TRUST DATED JULY 31,1984,** the Lessor, whose principal place of business is 177 Bovet Rd, #600, San Mateo, CA 94402and whose interest in the Property described herein is that of Fee Owner, and

The United States of America, the Government, acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

5665 MORGAN MILL ROAD, CARSON CITY, NEVADA 89701-1448 and more fully described in Section 1 and Exhibits A and B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM: To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises 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. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space for Beneficial Occupancy by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR: [redacted]

Name: Martin M. Eisenberg

Title: co-trustee

Entity Name: Levin Trust

Date: Nov. 6, 2014

FOR THE GOVERNMENT: [redacted]

Name: Deana Morad

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 11/20/2014

WITNESSED FOR THE LESSOR BY: [redacted]

Name: JANE HECKMAN

Title: ADMIN. ASS'T

Date: Nov. 6, 2014

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 35,839 rentable square feet (RSF), yielding 35,839 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space of which 26,423 RSF is office space and 9,416 RSF is warehouse space located on the 1st floor of a single story, single occupancy building; and 127,868 SF of wareyard; with 221 parking spaces, as depicted on the floor plan(s) attached hereto as Exhibits A and B.

B. Common Area Factor: The Common Area Factor (CAF) is established as zero (0) percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Two hundred and twenty one (221) surface/outside parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 65 shall be reserved for the Secured Government Vehicles, 3 shall be reserved for the RV Parking (14'x40' pull-through), and 130 shall be reserved for the Employees . In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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	RENT PER SQ FT YEAR 1 - 5	ANNUAL RENT YEAR 6 - 10	RENT PER SQ FT YEAR 6 - 10	ANNUAL RENT YEAR 11 - 15	RENT PER SQ FT YEAR 11 - 15	ANNUAL RENT YEAR 16 - 20	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]	$96,765.30	$2.70	$96,765.30	$2.70	$96,765.30	$2.70	$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]	$3,942.29	$.11	$3,942.29	$.11	$3,942.29	$.11	$ 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	**$699,218.89**	**$19.51**	**$760,145.19**	**$21.21**	**$843,291.67**	**$23.53**	**$808,527.84**	**$22.56**

[1]Shell rent (Firm Term) calculation: $14.67 per RSF multiplied by 35,839 RSF.
[2]The Tenant Improvement Allowance: $52.15 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 $2.70 per RSF includes Design and Project Management fees.
[3]Operating Costs rent: $2.03 per RSF multiplied by 35,839 RSF.
[4]Building 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 $.11 per RSF multiplied by 35,839 RSF.
[5]Parking costs described under sub-paragraph G 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)
DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of [redacted] at the following rental rate(s):

	OPTION TERM, YEARS [redacted]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[redacted]	[redacted]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	8	A
SITE AND PARKING PLAN(S)	2	B
AGENCY SPECIAL REQUIREMENTS	140	C
SECURITY REQUIREMENTS, LEVEL II	8	D
SECURITY UNIT PRICE LIST	2	E
GSA FORM 3517B GENERAL CLAUSES	47	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
SEISMIC FORM B BUILDING RETROFIT ~~OR NEW CONSTRUCTION PREAWARD COMMITMENT~~	1	H
AMENDMENTS TO RLP NO. GS-09P-LNV03308	1	I
ACM REPORT	17	J
LEED CI	6	K
FORM 1364	4	L
ENERGY STAR - AMEC DOCUMENT	4	M

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$ $52.15** per ABOA SF for office space and **$8.02** per ABOA SF for warehouse space per ABOA SF. 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.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	2%

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is not to exceed **$5.00** per ABOA SF. 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.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government shall have the right to either:

1. Reduce the security countermeasure requirements;

2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 35,839 RSF by the total Building space of 35,839 RSF.

1.14 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is $30,925.00.

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be $2.03 per RSF ($72,753.17 per annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)
DELETED

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)
DELETED

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)
DELETED

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the space for Beneficial Occupancy, the Lessor shall complete the following additional Building improvements:

A. Asbestos Containing Materials. During the office and warehouse renovation, the Lessor shall complete additional inspection, sampling and evaluation. If the inspection determines the presence of ACM, the OSHA procedures shall be followed. See attached ACM report, Exhibit J and GSA Form L201C, Paragraph 6.13 ASBESTOS ABATEMENT.
B. Additional building improvements as depicted on Exhibits A and B.
C. LEED CI shall be achieved through renovation and rehabilitation as described on Exhibit K.
D. Energy STAR shall be achieved as described on Exhibits L and M.
E. Barbeque pit, picnic tables and benches.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

DELETED