GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09B-LNV03308
ADDRESS OF PREMISES 5665 Morgan Hill Rd. Carson City, NV	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 ***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:

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: [redacted]

Signature: [redacted]
Name: MARTIN M. EISENBERG
Title: CO-TRUSTEE LEVIN TRUSTS
Entity Name: LEVIN LIVING TRUST DATED 7-31-84
Date: APRIL 24, 2017

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: Deana Morad
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/28/2017

WITNESSED FOR THE LESSOR BY: [redacted]

Signature:
Name: JANE HECKMAN (SAN MATEO, CA)
Title: ADMIN ASS'T
Date: APRIL 24, 2017

1. CHANGE: "LEASE TERM: To Have and To Hold the said Premises with its appurtenances for the term beginning on March 7, 2017 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.

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

OFFICE 26,423 RSF

	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]	$387,625.14	$14.67	$432,544.51	$16.37	$493,845.87	$18.69	$542,464.19	$20.53
OFFICE TENANT IMPROVEMENTS RENT[2]	$44,390.64	$1.68	$44,390.64	$1.68	$44,390.64	$1.68	$0.00	$0.00
OPERATING COSTS[3]	$53,638.69	$2.03	$53,638.69	$2.03	$53,638.69	$2.03	$53,638.69	$2.03
OFFICE BSAC[4]	$12,683.04	$0.48	$12,683.04	0.48	$12,683.04	$ 0.48	$0.00	$0.00
BSAC IDS maintenance	$792.69	$0.03	$792.69	$0.03	$792.69	$0.03	$0.00	$0.00
PARKING[5]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL ANNUAL RENT	$499,130.20	$18.89	$544,049.57	$20.59	$605,350.93	$22.91	$596,102.88	$22.56

INITIALS: _____ LESSOR & _____ GOVT

WAREHOUSE 9,416 RSF

	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]	$138,132.72	$14.67	$154,139.92	$16.37	$175,985.04	$18.69	$193,310.48	$20.53
WAREHOUSE TENANT IMPROVEMENTS RENT[2]	$659.12	$0.07	$659.12	$0.07	$659.12	$0.07	$0.00	$0.00
OPERATING COSTS[3]	$19,114.48	$2.03	$19,114.48	$2.03	$19,114.48	$2.03	$19,114.48	$2.03
WAREHOUSE BSAC[4]	$188.32	$0.02	$188.32	$0.02	$188.32	$0.02	$0.00	$0.00
TOTAL ANNUAL RENT	$158,094.64	$16.79	$174,101.84	$18.49	$195,946.96	$20.81	$212,424.96	$22.56

[1]*Shell rent* (Firm Term) calculation: $14.67 per RSF multiplied by 35,839 RSF (35,839 ABOA sq ft).
[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 $1.75 per RSF includes Design and Project Management fees, operation and maintenance.
[3]*Operating Costs rent*: $2.03 per RSF multiplied by 35,839 RSF.
[4]Building Specific Amortized Capital (BSAC) Allowance for the Premises: $5.00 per ABOA sq ft for office and warehouse space amortized at a rate of 00.00 (zero) percent per annum over 15 years. The *BSAC rent* inclusive of office and warehouse is $0.49 per RSF includes Design 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

INITIALS: _____ & _____
LESSOR GOVT

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)."

CHANGE: "Paragraph 1.11 Building Specific Amortized Capital.

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) Allowance is **$179,195.00** or $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. Additional BSAC items ordered by the Government are described on the Change Order Log attached hereto and made part of this Lease, see attached *Exhibit 1, pp. 1 - 4. The Lessor shall maintain the following BSAC items: Intrusion Detection System and PAC Cards for a period of years 1 through 5 of the term.* The cost of maintenance of IDS and PAC cards, material and labor, are included in the rent. The Lessor hereby waives restoration as a result of all improvements."

4. 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, if applicable. 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 space shall be ready for the Government's occupancy as per mutually accepted schedule on March 7, 2017."

5. ADD: "Paragraph 4.16 Tenant Improvements Reconciliation.

The total cost for Tenant Improvements buildout submitted by the Lessor in the amount of $673,427.95 is below the Tenant Improvement Allowance of $1,453,475.77. The Government hereby orders the difference in the amount of $780,047.82 to be processed as decrease in rent. The Lessor shall construct all Tenant Improvements the in accordance with the Section 4 and Section 5 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. Additional Tenant Improvement items ordered by the Government are described on the Change Order Log attached hereto and made part of this Lease, see attached *Exhibit 1, pp. 1 - 4.* The Lessor hereby waives restoration as a result of all improvements."

6. CHANGE: "AGENCY SPECIFIC REQUIREMENTS, Section III, Office Area Requirements, Paragraph. C. 10. Reception/Public Area.

[redacted]

INITIALS: _____ LESSOR & _____ GOV'T