

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-03014
LEASE AMENDMENT	
ADDRESS OF PREMISES: San Francisco International Airport San Francisco, CA 94128	PDN Number: N/A

THIS AMENDMENT is made and entered into between:

**AIRPORT COMISSION – SAN FRANCISCO INTERNATIONAL AIRPORT
ADMINISTRATIVE OFFICES
BUILDING 100 – INTERNATIONAL TERMINAL**

whose address is: P.O. BOX 8097
San Francisco, CA 94128

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to modify the above Lease for the purpose of extending said Lease for a period of 3 years / 1 year firm, modifying the rent, expanding the lease to include the magazine pad, and reserving the right to decrease space once a reduction project is completed.

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:

Paragraphs 1.01, 1.02A, and 1.03A is here by amended and Paragraphs 5.01, 5.02, and Exhibit B is here by added:

This Lease Amendment contains 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:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity: _____
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

1.01 THE PREMISES

The Premises are described as follow:

Office and Related Space: 8,304 rentable square feet (RSF), yielding 8,304 ANSI/BOMA office area (ABOA) square feet (sq. ft.) of office and related space (based upon a common area factor (CAF) of 1.00, 7,200 sq. ft. of which is located on the 5th floor of the International Terminal, South Shoulder Building (Room 1.5.116) and 1,104 sq. ft. of which is located on the 1st floor of Terminal 2 (Room T2.1011/11D), as depicted on the floor plan(s) attached here to as Exhibit A-1 and A-2.

The Magazine Pad 2,500 sq. ft of land, which is depicted on the attached Exhibit A-4.

1.02A PARKING

A. Parking: Thirty-Two (32) parking spaces which shall be structured inside spaces for use of the Government for employee parking. 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.

1.03A RENT AND OTHER CONSIDERATION:

To extend the term of the lease 3 years/ 1 year firm. The extension shall be from November 1, 2020 to October 31, 2023

Room I.5.116 Parcel A	11/1/2020 – 10/31/2023	
	Annual Rent	Rate per RSF
Shell Rental Rate	\$2,236,424.00	\$310.61
Operating Costs	\$97,535.83	\$13.55
Full Service Rate	\$2,333,959.83	\$324.16
Room T2.1.011/11D Parcel B	11/1/2020 – 10/31/2023	
	Annual Rent	Rate per RSF
Shell Rental Rate	\$231,906.24	\$210.06
Operating Costs	\$14,955.49	\$13.55
Full Service Rate	\$246,861.73	\$223.61
Magazine Pad	11/1/2020 – 10/31/2023	
	Annual Rent	Rate per RSF
Shell Rental Rate	\$10,045.00	\$4.018
Operating Costs*	\$0.00	\$0.00
Full Service Rate	\$10,045.00	\$4.018

*Paragraph 5.02 defines Magazine Pad Services.

The total amount of annual rent is **\$2,590,866.56**

5.01 RIGHT TO DECREASE SPACE

Provided that Government is not then in default under the terms of this Lease beyond any applicable notice or cure periods, at any time during the Term, Government shall have one right upon 45 days' written notice to Lessor (a "Surrender Notice"), to surrender a portion of the Premises (the "Surrender Premises"), on the further terms and conditions set forth in this Section. The Surrender Notice shall set forth (i) the square footage of the Surrender Premises, which shall be a minimum

INITIALS: _____ & _____
LESSOR GOV'T

of 1,000 square feet and a maximum of 4,700 square feet, be limited to the portions of the Premises set forth on Exhibit A-3 attached to this Lease and otherwise shall be of shape and dimension of ordinary configuration such that it may be marketable for use by other tenants or Lessor for a similar use as under this Lease, in the reasonable discretion of Lessor; and (ii) the date upon which the Surrender Premises shall be delivered to City (which shall be no earlier than the expiration of such 45 day written notice period) (the "Surrender Premises Effective Date"). As a condition to delivering the Surrender Premises, Government shall construct, at its sole cost and expense, demising walls separating the final designated Surrender Premises from the remaining Premises, in a condition reasonably acceptable to Lessor, and the Surrender Premises shall be delivered on the Surrender Premises Effective Date in broom clean condition in good order and repair, reasonably wear and tear excepted. Upon the Surrender Premises Effective Date, all terms and conditions under this Lease which are based on the Rentable Square Feet of the Premises shall be adjusted accordingly to reflect the reduction of the Premises hereunder, and which may be set forth in a written notice from Lessor to Government.

5.02 MAGAZINE PAD SERVICES

A. TSA shall pay for the whole cost for all utilities invoiced to the Airport and for other special services, which TSA may require at the premises. TSA waives any and all claims for damages against the Airport arising or resulting from failures or interruptions of utility services to the premises

B. TSA shall at all times during the Term and at TSA's sole cost and expense, keep the premises, access roadway, and every part thereof in good condition and repair, and in compliance with applicable laws and the Airport's TI Guide. TSA hereby waives all right to make repairs at the expense of the Airport. Airport shall have no maintenance and repair responsibilities with respect the premises or roadway, the TSA shall be solely responsible.

C. Notwithstanding any other provision in this Agreement to the contrary, TSA, at its sole cost, shall comply with all applicable laws, statutes, ordinances, regulations, rules and other governmental requirements collectively, referred to as "laws"), in performing or observing its obligations under this Agreement.

INITIALS: _____ & _____
LESSOR GOV'T

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Surrender Premises must begin at the eastern demising wall as one contiguous space.



TSA
I.5.116

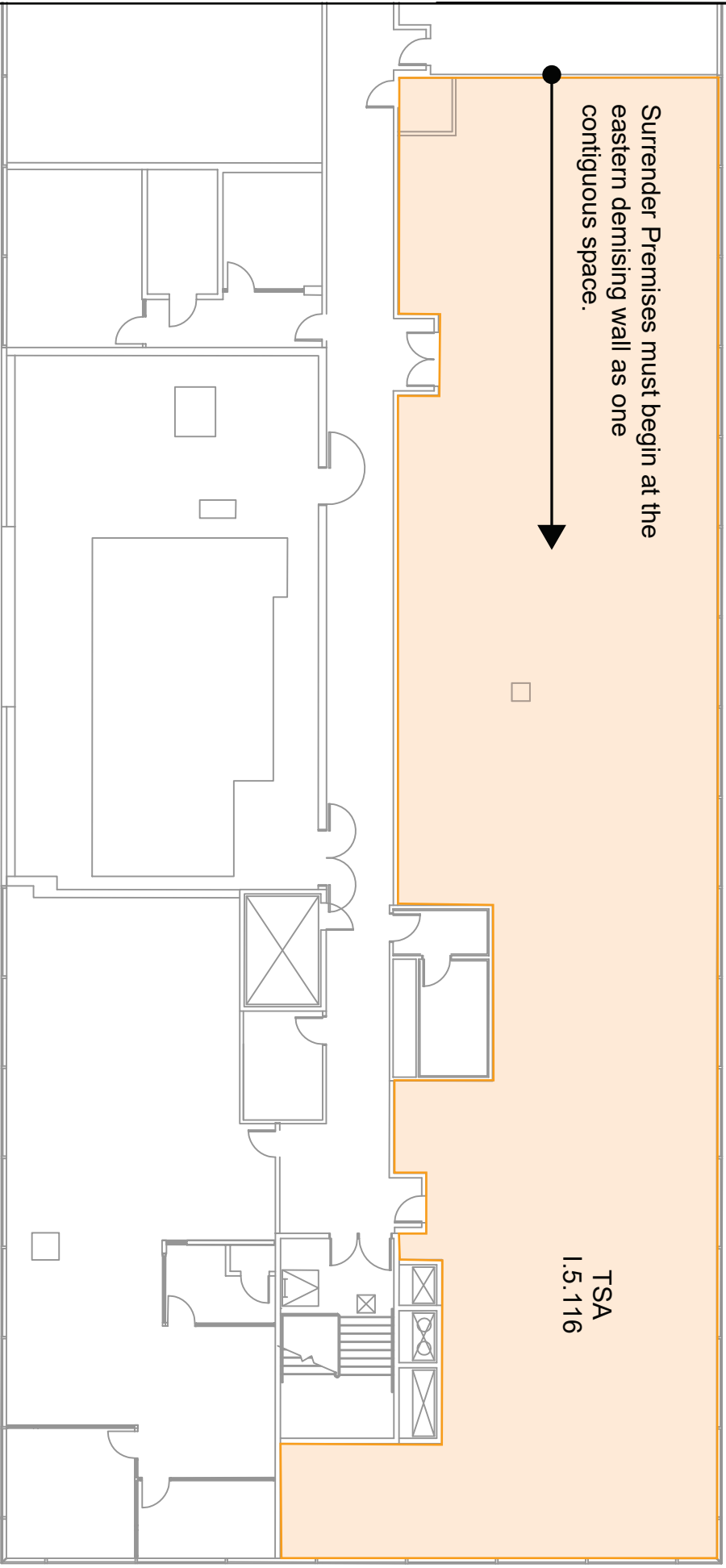
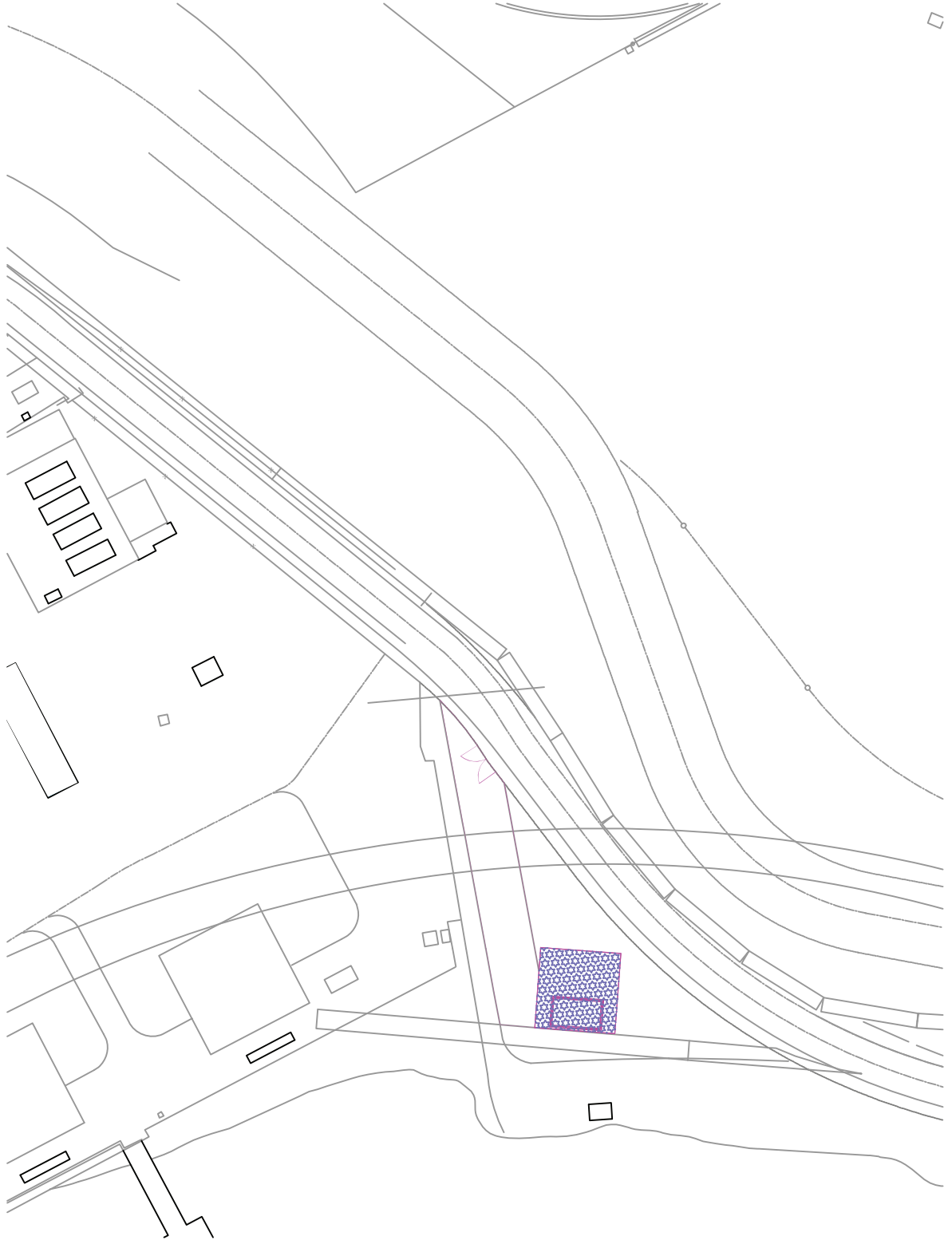
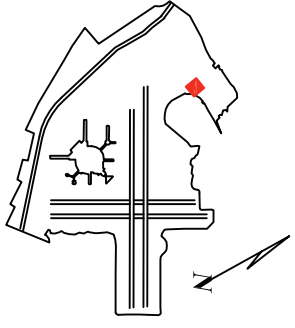


Exhibit A-4



KEY PLAN



TENANT PERMIT LOCATION DRAWING

LOCATION: NORTH FIELD NEAR BUILDING 1019 - COAST GUARD		LOCATION	TENANT	CAT	AREA	CONTRACT	EFF DATE
TSA NATL EXPLOSIVES DETECTION CANINE TEAM PROGRAM		BUNKER/YD	NEDCTP		2500'	NEDCTPMOA	
CITY & COUNTY OF SAN FRANCISCO							
AIRPORTS COMMISSION							
SAN FRANCISCO INTERNATIONAL AIRPORT							
DWG: CANINE3							
SCALE: 1"=100'-0"							
DATE: 11/1/2020							