

**Lease Amendment
Number 003**

Lease Number: GS-09B-02991 **Date:** 8/14/14

ADDRESS OF PREMISES 1030-50 O'Brien Drive
Menlo Park, CA 94025-1409

THIS AGREEMENT, made and entered into this date by and between: **Mary Vananda, Robert Burke, William Burke, John Burke, JP Burke.**

whose address is: [REDACTED]

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 memorialize the Tenant Improvement Costs into the rent and extend the firm term an additional year.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution, as follows:

Paragraph 1.03 is deleted in its entirety and the following substituted therefore.

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:

	6/18/13-6/17/14 Firm Term	6/18/14-6/17/16 Firm Term	6/18/16-6/17/19 Firm Term	6/18/19-6/17/22 Non Firm Term	6/18/22-6/17/23 Non Firm Term
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$219,600.00	\$219,600.00	\$237,240.00	\$256,140.00	\$276,660.00
Operating Costs	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Tenant Improvement Rent ¹	\$0.00	\$16,924.68	\$16,924.68	\$0.00	\$0.00
Total Annual Rent	\$228,600.00	245,524.68	\$263,164.68	\$265,140.00	\$285,660.00

¹Tenant Improvement Costs of \$72,953.14 are amortized at 6% over a five year term.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, **Mary Vananda, Robert Burke, William Burke, John Burke, JP Burke.**

By [REDACTED]

OWNER/MANAGER

(Title)

In Presence of

(Signature)

(Address)

United States of America, Department of General Services, Public Buildings Service.

[REDACTED]

Johnson
Contracting Officer

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- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **18,000** 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. 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.
- E. 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.
- F. 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, 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. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.
- G. Parking shall be provided at no cost to the Government.