

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 23
	TO LEASE NO. GS-09B-03162
ADDRESS OF PREMISES: 6880 KOLL CENTER PARKWAY PLEASANTON, CA 94566	PDN Number:

THIS AMENDMENT is made and entered into between **West Pleasanton Lab, LLC**
 whose address is: **10525 Vista Sorrento Parkway, Suite 110**
San Diego, CA 921221

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 establish beneficial occupancy and memorialize final Tenant Improvement costs of \$14,254,862.44 amortized over the term of the lease agreement at an interest rate (amortization rate) of 5% per year.

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 December 3, 2015 as follows:

Paragraphs 1.09B and 1.12B are deleted in their entirety, paragraphs A and 1.03A are deleted in their entirety and replaced with the following and paragraph 7.71 is hereby added:

"A. To Have and To Hold the said Premises with their appurtenances for the term beginning December 3, 2015 and continuing through March 3, 2035."

This Lease Amendment contains **2** 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]
 Signature: _____
 Name: Michael P. Ibe
 Title: Sole Member
 Entity Name: West Pleasanton Lab, LLC
 Date: 12/7/2015

FOR THE GOVERNMENT:
 [Redacted Signature]
 Signature: _____
 Name: CAROLAN SHUKEN
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 12/9/15

WITNESSED FOR THE LESSOR BY:
 [Redacted Signature]
 Signature: _____
 Name: MARK W. FINEV
 Title: Authorized Representative
 Date: 12/7/2015

B. "Paragraph 1.03 A: The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 20	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$1,064,124.00	\$25.05
Tenant Improvements Rental Rate	\$1,154,616.38	\$27.180235
Operating Costs	\$235,764.00	\$5.55
Building Specific Security Costs	\$74,838.98	\$1.761746
Parking	\$0.00	
Full Service Rate	\$2,529,343.36	\$59.541981

"7.71. [REDACTED] has elected to make a lump sum payment to pay down the outstanding Tis in the amount of \$2,105,995.14. The Original Invoice, in the amount **not to exceed \$2,105,995.14** shall be submitted via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice **MUST** be simultaneously submitted to the Contracting Officer either via mail or at Gabriel.Shuken@gsa.gov

GSA, Real Estate Division – San Francisco
 Attention: Gabe Shuken
 50 United Nations Plaza
 Room 2256
 San Francisco, CA 94102

In order to ensure payment, a proper invoice **MUST** include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number:

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

INITIALS:  LESSOR &  GOVT