

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	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 issue a Notice to Proceed; incorporate and order Tenant Improvements and provide for Lump Sum Payment of the tenant improvement costs.

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 April 18, 2014 as follows:

Paragraphs 7.17, 7.18 and 7.19 and Exhibit A (pages 3-32) are hereby added:

"7.17. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$33,218,445.24 of which \$6,839,989.00 was already authorized in a Notice to Proceed letter dated March 4, 2014, inclusive of all management and architectural fees."

"7.18. The total cost for Tenant Improvements in the amount of \$33,218,445.24 exceeds the tenant improvement allowance of \$16,733,419.33, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$16,485,025.91. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$16,485,025.91 pursuant to Paragraph 7.19, herein. The Lessor hereby waives restoration as a result of all improvements."

This Lease Amendment contains 32 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



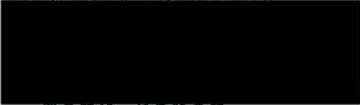
Signature: _____
Name: Michael P. Ibe
Title: President
Entity Name: West Pleasanton Lab, LLC
Date: 04/25/14

FOR THE GOVERNMENT:



Signature: _____
Name: Suzanne H. [unclear]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/25/14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Mark Butler
Title: Secretary
Date: 04/25/14

Continued on Sheet 1

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 3 TO LEASE #GS-09B-03162

*7.19. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed \$16,485,025.91 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."

All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: WPL LESSOR & SI GOV'T