

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-09B-02502	DATE December 30, 2011	PAGE 1 of 1
ADDRESS OF PREMISES: 320 Davis Street, San Leandro, CA 94577-2861			

**THIS AGREEMENT**, made and entered into this date by and between **DAS, A LIMITED LIABILITY COMPANY**, whose address is: **P.O. BOX 2012, MENLO PARK, CA 94026-2012**

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 change the square footage, memorialize the final tenant improvement cost to be amortized into the rent and revise rental rates as follows:

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

Paragraphs 1, 10 and 16 are deleted in their entirety and are replaced with the following paragraphs;

**"1.** The Lessor hereby leases to the Government the following described premises:

7,646 rentable square feet (rsf), yielding approximately 6,903 ANSI/BOMA Office Area square feet and related space located on the ground floor at 320 Davis Street, San Leandro, CA together with two (2) onsite surface parking spaces, as depicted on the attached Exhibit B, the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

**"10.** The Government shall pay the Lessor annual rent as follows:





- For May 1, 2011 through Oct. 31, 2011, annual rent of \$232,361.94 at the rate of \$19,363.50 per month in arrears.
- For Nov. 1, 2011 through Apr. 30, 2014, annual rent of \$275,008.74 at the rate of \$22,917.40 per month in arrears.
- For May 1, 2014 through Apr. 30, 2016, annual rent of \$297,946.74 at the rate of \$24,828.90 per month in arrears.
- For May 1, 2016 through Apr. 30, 2021, annual rent of \$314,462.10 at the rate of \$26,205.18 per month in arrears.
- For May 1, 2021 through Apr. 30, 2026, annual rent of \$297,352.94 at the rate of \$24,779.41 per month in arrears.

- Rent for a lesser period shall be prorated. Rent shall be payable to:  
**DAS, LLC, P.O. Box 2012, Menlo Park, CA 94026-2012"**

**"16. TENANT IMPROVEMENT ALLOWANCE:** The final tenant improvement cost to be amortized into the rent is \$321,984.44 to be amortized over the remaining firm term of the lease beginning November 1, 2011 at 5% interest per year. The annual TI payment is \$42,646.80 (monthly payment of \$3,553.90) is amortized into the rent."

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

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR</b>	
SIGNATURE: 	NAME OF SIGNER: <b>DOUGLAS LAU, DAS LLC</b>
ADDRESS: <b>P.O. Box 2012, Menlo Park, CA 94027-2012</b>	
<b>IN PRESENCE OF</b>	
SIGNATURE: 	NAME OF SIGNER: <b>Shteyn Peter</b>
ADDRESS: 	
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE: 	NAME OF SIGNER: <b>PETER SHTEYN</b>
OFFICIAL TITLE OF SIGNER: <b>CONTRACTING OFFICER</b>	