

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <b>5</b>
	TO LEASE NO. GS-09P-LCA03146
ADDRESS OF PREMISES <b>5601 Arnold Road, 4th Floor Dublin, CA 95468</b>	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between George Andras & Laszlo Hites PTR Doing Business As HHH Investment Company

whose address is: 5601 Arnold Road, Suite 101  
Dublin, CA 95468

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 Phase 1 Tenant Improvement cost of \$23,121.77 to provide and install in the Break Rooms No. 424 and 471 the Counter Tops for Cabinets, Doors and Sides for Cabinets, and new Sinks and Faucets as specified in the Exhibit "K" and the Design Intent Drawings provided by the Government, to be amortized into the rent at a rate of 4 percent per annum effective September 1, 2015 through December 31, 2018. This Phase 1 Tenant Improvement Scope of Work was completed on **September 16, 2015**.

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 of the Government, as follows:



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

**Continued on Page 2**

This Lease Amendment contains 3 pages.


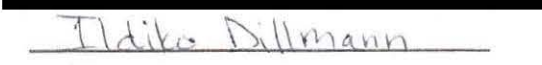
All other terms and conditions of the lease shall remain in force and effect.

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

**FOR THE LESSOR**   
 Signature:   
 Name: George Hites  
 Title: Owner  
 Entity Name: HHH Investment Company  
 Date: 9-16-15

**FOR THE GOVERNMENT**   
 Signature:   
 Name: Eileen Khanloo  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 9/23/15

**WITNESSED FOR THE LESSOR BY:**

  
 Signature:   
 Name: Ildiko Dillmann  
 Title: Property Manager  
 Date: 9-16-15

**“1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

A. Effective January 1, 2014 through December 31, 2023, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term 1/01/14 - 10/31/14		Firm Term 11/01/14 - 8/31/15		Firm Term 9/01/15 - 12/31/16		Firm Term 1/01/17 - 12/31/18	
	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF
Shell Rent <sup>1</sup>	\$810,000.00	\$25.92	\$810,000.00	\$25.92	\$810,000.00	\$25.92	\$811,562.50	\$25.97
TI Rent <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$7,420.78	\$0.24	\$7,420.78	\$0.24
Op Costs <sup>3</sup>	\$152,812.50	\$4.89	\$152,812.50	\$4.89	\$152,812.50	\$4.89	\$152,812.50	\$4.89
BSAC Cost <sup>4</sup>	\$0.00	\$0.00	\$21,875.53	\$0.70	\$21,875.53	\$0.70	\$21,875.53	\$0.70
Parking <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$962,812.50</b>	<b>\$30.81</b>	<b>\$984,688.03</b>	<b>\$31.51</b>	<b>\$992,108.81</b>	<b>\$31.75</b>	<b>\$993,671.31</b>	<b>\$31.80</b>

	Non-Firm Term 1/01/19 - 12/31/20		Non-Firm Term 1/01/21 - 12/31/23	
	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF
Shell Rent <sup>1</sup>	\$813,125.00	\$26.02	\$814,687.50	\$26.07
TI Rent <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00
Op Costs <sup>3</sup>	\$152,812.50	\$4.89	\$152,812.50	\$4.89
BSAC Cost <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
Parking <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$965,937.50</b>	<b>\$30.91</b>	<b>\$967,500.00</b>	<b>\$30.96</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$25.92 per RSF multiplied by 31,250 RSF EFFECTIVE 1/01/14 THROUGH 12/31/16; \$25.97 per RSF multiplied by 31,250 RSF EFFECTIVE 1/01/17 THROUGH 12/31/18; (Non-Firm Term) calculation: \$26.02 per RSF multiplied by 31,250 RSF EFFECTIVE 1/01/19 THROUGH 12/31/20; \$26.07 per RSF multiplied by 31,250 RSF EFFECTIVE 1/01/21 THROUGH 12/31/23.



<sup>2</sup>Tenant Improvement Phase 1 Cost of \$23,121.77 is amortized into the rent at a rate of 4 percent per annum EFFECTIVE 9/01/15 THROUGH 12/31/18.

<sup>3</sup>Operating Cost rent calculation: \$4.89 per RSF multiplied by 31,250 RSF EFFECTIVE 1/01/14 THROUGH 12/31/23

<sup>4</sup>The Final Building Specific Amortized Capital (BSAC) Cost of \$83,829.01 is amortized into the rent at a rate of 4 percent per annum EFFECTIVE 11/01/14 THROUGH 12/31/18.

<sup>5</sup>Parking cost is included in the Shell rent above.

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

INITIALS:  &   
LESSOR & GOVT

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, and maintenance required for the proper operation of the Property, the Building, and the 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.

G. INTENTIONALLY DELETED"

INITIALS:

  
LESSOR

&

  
GOVT