GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
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 June 19, 2014 as follows:

### Paragraphs 7.20, 7.21 and 7.22 and Exhibit A (pages 3-5) are hereby added:

"7.20. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$13,269.59, inclusive of all management and architectural fees. The tenant will be responsible for any testing, maintenance, or remediation required by the local jurisdiction as a result of their operations"

"7.21. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$13,269.50 pursuant to Paragraph 7.22, herein. The Lessor hereby waives restoration as a result of all improvements."

This Lease Amendment contains 5 pages.

Title: Date:

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 LE		FOR THE GOVERNMENT:	
Signature: Name: Title: Entity Name: Date:	<u>Michael Ibe</u> <u>Member</u> <u>West Pleasanton Lab, LLC</u> <u>06/20/14</u>	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:	
WITNES			
Signatui Name:			

Lease Amendment Form 12/12

#### **Continued on Sheet 1**

# SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 4 TO LEASE #GS-09B-03162

"7.22. 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 \$13,269.50 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.

