GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09B-03304
ADDRESS OF PREMISES **220 Vineyard Court, Suite 100, Morgan Hill, CA 95037**	PDN Number: N/A

THIS AMENDMENT is made and entered into between **D. Miller Properties LLC**

whose address is: **One Deer Hill, Morgan Hill, CA 95037**

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 extend the term.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs Lease Term, 1.03A, and 1.08 are hereby deleted in their entirety and the following substituted therefore, Paragraphs 1.18 and 1.21 to 1.24 of the GSA Form L201B are hereby added:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

[redacted] **Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

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: [redacted]
Name: Don Miller
Title: Managing Director
Entity Name: D. Miller Properties LLC
Date: 4-22-2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Erin Johnston
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/2/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: DONNA NELSON
Title: OFFICE MANAGER
Date: 04.22.16

1.03 RENT AND OTHER CONSIDERATION (sep 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YRS 1-3	YRS 4-5	YRS 6-7	YRS 8-10
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent	$175,162.50	$190,109.70	$220,938.30	$220,938.30
Tenant Improvements rent[1]	$91,915.27	$91,915.27	$91,915.27	$0.00
Operating Costs	$105,564.60	$111,993.50	$122,378.30	$129,831.14
Total Annual Rent	$280,727.10	$302,103.20	$343,316.60	$350,769.44

[1]Tenant Improvements of $53.28 are amortized at a rate of 8 percent per annum over 7 years.

1.08 TENANT IMPROVEMENT AND PRICING (STREAMLINED) (SEP 2013)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is $53.28 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent. The Government accepts Suite 100 in "as is" condition.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent at the negotiated amortization rate of 8%.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

The 24 hour cooling service shall be provided by the Lessor at an annual rate of **$0.00** per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

1.21 Government reserves the right to request an expansion into the adjacent suite, **Suite 100B**, before December 31, 2017. Additional space costs will be negotiated prior to the Governments acceptance of the expansion space. Lessor will be responsible for any shell costs and the Government will be responsible for any Tenant Improvement costs. Expansion space schedule will not be part of Section 4 of this lease. Any items/schedules will be negotiated prior to award.

1.22 Following a Government review of the submitted cost proposal, The Government has determined that the bid submitted is fair and reasonable. The Government issues a formal Notice to Proceed at a total cost not to exceed $1,122,566.00, inclusive of all management and architectural fees.

1.23 The total cost for Tenant Improvements in the amount of $1,122,566.00 exceeds the tenant improvement allowance of $491,401.44 (53.28/ABOASF), which was given to the Government at no cost. The Government hereby orders the excess balance in the amount of $631,164.56. 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

INITIALS: _____ & _____
LESSOR GOV'T

shall reimburse the Lessor in a lump sum payment in the amount of $631,164.56 pursuant to Paragraph 1.15, herein. The Lessor hereby waives restoration as a result of all improvements.

1.24 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 $631,164.56** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: Christine Wong
50 United Nations Plaza
2nd Floor, suite 2245
San Francisco, CA 94102

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 (will be sent after Government executes this Supplemental Lease Agreement)

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