GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09B-03304
ADDRESS OF PREMISES **220 Vineyard Court, Suite 100, Morgan Hill, CA 95037**	**PS0036514**

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.

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

Paragraphs 1.22, 1.23, and 1.24 is hereby deleted in its entirety and the following substituted therefore,

1.22 Following a Government 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 **$1,172,566.00**, inclusive of all management and architectural fees.

1.23 The total cost for Tenant Improvements in the amount of **$1,172,566.00** 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 **$681,132.10**. 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 **$681,132.10** pursuant to paragraph 1.15, herein. The Lessor hereby waives restoration as a result of all improvements.

1.24 Upon completion, inspection, and acceptance of the design identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount fixed price of **$681,132.10** shall be submitted via the GSA Finance website at: https://finance3.gsa.gov/webVendors/.

This Lease Amendment contains 2 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: [redacted]

Signature: [redacted]
Name: Daniel C Miller
Title: Owner
Entity Name: D. Miller Properties LLC
Date: 10-11-2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Joel Gomez
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/13/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: DONNA NELSON
Title: office Manager
Date: 10-11-16

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:Christine.r.wong@gsa.gov

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 Lease Amendment)"

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

INITIALS: _____ LESSOR & _____ GOV'T