

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

TO LEASE NO. GS-09B-02998

ADDRESS OF PREMISES:

1450 Coleman Avenue, Santa Clara, CA 95050-4349

THIS AGREEMENT, made and entered into this date by and between

TOD Brokaw, LLC

whose address is

10121 Miller Avenue, Suite #200, Cupertino, CA 95014-3469

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 increase operating rent to provide for four (4) additional hours of janitorial services per working day, provide supplies for the additional service, and provide supplies for the paper towel dispensers and trash receptacles in the public lobby restrooms,

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

Paragraph 1.03 is replaced in its entirety by the following:

"1.03 RENT AND OTHER CONSIDERATION

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

Effective 8/5/2013-2/11/2018 US EPA

	YEARS 1 - 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$698,424.09	\$19.37	\$761,884.41	\$21.13
TENANT IMPROVEMENTS RENTAL RATE*	\$239,352.06	\$6.638158	\$239,352.06	\$6.638158
OPERATING COSTS	\$316,213.10	\$8.769811	\$316,213.10	\$8.769811
BUILDING SPECIFIC SECURITY COSTS*	\$23,816.48	\$0.660523	\$23,816.48	\$0.660523
FULL SERVICE RATE	\$1,277,805.73	\$35.438492	\$1,341,266.05	\$37.198492

*The Tenant Improvements Allowance and Building Specific Security Costs are amortized at a rate of 4.5 percent per annum for 10 years.


	YEARS 11 - 15	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$827,868.72	\$22.95
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS	\$316,213.10	\$8.769811
BUILDING SPECIFIC SECURITY COSTS*	\$0.00	\$0.00
FULL SERVICE RATE	\$1,144,081.82	\$31.729811

*The Tenant Improvements Allowance and Building Specific Security Costs are amortized at a rate of 4.5 percent per annum for 10 years.

Continued on Sheet Number 2.

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

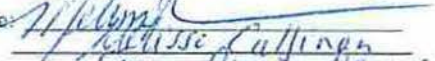
FOR THE LESSOR

Signature: 
Name: Edward Storm
Title: Managing Member
Entity Name: TOD Brokaw, LLC
Date: 8/2/13

FOR THE GOVERNMENT:

Signature: 
Name: Megan Stelani
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/5/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Michelle Lafferty
Title: Senior Property Manager
Date: 8/2/13

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 3

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 33,933 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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 the 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.

F. The 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 "Paragraph 1.01 THE PREMISES" created herein;
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
4. 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."

All other terms shall remain.

Initials: Government *JD* Lessor *[Signature]*