

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to adjust the base year operating costs due to change orders as described in Exhibit A and to increase the lump-sum tenant improvement balance due to change orders described in Exhibit B, 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:

	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	\$291,477.15	\$8.083788	\$291,477.15	\$8.083788
BUILDING SPECIFIC SECURITY COSTS*	\$23,816.48	\$0.660523	\$23,816.48	\$0.660523
FULL SERVICE RATE	\$1,240,245.76	\$34.752469	\$1,316,530.10	\$36.512469

*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	\$22.96
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS	\$291,477.15	\$8.083788
BUILDING SPECIFIC SECURITY COSTS*	\$0.00	\$0.00
FULL SERVICE RATE	\$1,119,345.87	\$31.043788

*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: [Signature]

Name: SCOTT D. STORM

Title: MANAGING MEMBER

Entity Name: TOD BROKAW, LLC

Date: 2/6/13

FOR THE GOVERNMENT:

Signature: [Signature]

Name: Megan Stefani

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: February 8, 2013

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]

Name: William Callinan

Title: Senior Property Manager

Date: 2/6/13

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."

Paragraph 7.1 is hereby replaced in its entirety by the following:

"7.1 NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost **not to exceed \$3,979,598.44** inclusive of all management and architectural fees."

Paragraph 7.2 is hereby replaced in its entirety by the following:

"7.2 TENANT IMPROVEMENT BALANCE

The total cost for Tenant Improvements is not to exceed \$3,979,598.44 as set forth in paragraph 7.1. \$1,924,576.52 of the total amount will be amortized into the rent as set forth in paragraph 1.06. The Government hereby orders the balance of \$2,055,021.92.

Upon completion, inspection, and acceptance of space, 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 \$2,055,021.92 shall be submitted via the GSA Finance website at: <https://finance3.gsa.gov/webVendors/>.

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

GSA, Real Estate Division
Attention: Jamie Philliposian
450 Golden Gate
3rd Floor East
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 Lease Amendment)"

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

Paragraph 7.3 is hereby added:

"7.3 OPERATIONS AND MAINTENANCE OF BUILDING SPECIFIC SECURITY

In addition to the obligations of Section 6 of this lease, on an as-needed basis, the Lessor shall repair and/or replace the [REDACTED] Ai-phone, [REDACTED] and any fix electrical issues related to the building security. Additionally, the landlord agrees to replace the weed barrier every 3 years, repaint the [REDACTED] annually, add rocks as needed to landscaping, and touch up curb painting as needed."

Initials: Government  Lessor 