



**LEASE AMENDMENT
NUMBER 5**

Lease Number: GS-09B-02311 **Date:** 12/11/13

ADDRESS OF PREMISES 6140 Cottle Road
San Jose, California 95123-5103

THIS AGREEMENT, made and entered into this date by and between: **Cottle Holdings, LLC**

whose address is: 6150 Cottle Road, San Jose, California, 95123-5103

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 memorialize the commencement of the tenant improvement amortization component of the rent.

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

Paragraph 9 is deleted in its entirety and replaced with the following:

"9. RENT

The Government shall pay the Lessor annual rent as follows:

- 1. Effective March 1, 2011 through October 10, 2013 the annual rent is:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$108,765.00
OPERATING COSTS (BASE YEAR) ²	\$ 65,259.00
TOTAL ANNUAL RENT	\$174,024.00

¹Shell rent calculation: (Firm Term) \$11.25 per RSF multiplied by 9,668 RSF

²Operating Costs rent calculation: \$6.75 per RSF multiplied by 9,668 RSF

- 2. Effective October 11, 2013 through February 28, 2016 the annual rent is:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$108,765.00
TENANT IMPROVEMENTS RENT ²	\$ 64,734.32
OPERATING COSTS (BASE YEAR) ³	\$ 65,259.00
TOTAL ANNUAL RENT	\$ 238,758.32

¹Shell rent calculation: (Firm Term) \$11.25 per RSF multiplied by 9,668 RSF

²The Tenant Improvement Allowance of \$480,112.88 is amortized at a rate of 0 percent per annum from 10/11/2013 through 2/28/2021.

³Operating Costs rent calculation: \$6.75 per RSF multiplied by 9,668 RSF

Continued on Sheet 1

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

Lessor, Cottle Holdings, LLC

By Caitlin Russell
(Signature)

VP, Real Estate Operations
(Title)

In Presence of

Jamen Ramirez
(Signature)

2450 Caballero Hwy South #200
Half Moon Bay CA 94019
(Address)

Caitlin J. Russell
Kenmark Real Estate Group
As Property Manger For
Cottle Holdings, LLC

United States Of America, General Services Administration, Public Buildings Service.

Megan M. Stefani
(Signature)

Megan Stefani
Contracting Officer



3. Effective March 1, 2016 through February 28, 2021 the annual rent is:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$ 166,773.00
TENANT IMPROVEMENTS RENT ²	\$ 64,734.32
OPERATING COSTS (BASE YEAR) ³	\$ 65,259.00
TOTAL ANNUAL RENT	\$ 296,766.32

¹Shell rent calculation: (Firm Term) \$17.25 per RSF multiplied by 9,668 RSF

²The Tenant Improvement Allowance of \$480,112.88 is amortized at a rate of 0 percent per annum from 10/11/2013 through 2/28/2021.

³Operating Costs rent calculation: \$6.75 per RSF multiplied by 9,668 RSF

4. Effective March 1, 2021 through February 28, 2026 the annual rent is:

	NON FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$ 207,378.60
OPERATING COSTS (BASE YEAR) ²	\$ 65,259.00
TOTAL ANNUAL RENT	\$ 272,637.60

¹Shell rent calculation: (Non-Firm Term) \$21.45 per RSF multiplied by 9,668 RSF

²Operating Costs rent calculation: \$6.75 per RSF multiplied by 9,668 RSF

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated.

Rent shall be paid to 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM."

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

INITIALS

Government Lessor