

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**LEASE AMENDMENT**

LEASE AMENDMENT #1

DATE 3/15/2012

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

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 effective upon execution by the Government as follows:

In this regard, Paragraphs 6.03 is hereby deleted in its entirety and replaced with the following:

**" 6.03 HEATING AND AIR CONDITIONING (APR 2011)**

In all office areas, temperatures shall conform to local commercial standards and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the Premises, regardless of outside temperatures, during the operating hours specified in this Lease. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO or other GSA representative as may be designated by the LCO. HVAC systems must conform with local and state codes and be able to accommodate the Government's special requirements.

Warehouse or Garage areas require heating and ventilation only. Cooling of this space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

Normal HVAC systems' maintenance shall not disrupt tenant operations."

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 above date.

**LESSOR: TOD Brokaw, LLC**

BY

(Signature)

Managing Member  
(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

10121 Miller Ave, Suite 100  
Cupertino, CA 95014  
(Address)

**UNITED STATES OF AMERICA, General Services Administration**

BY

Contracting Officer  
GSA, PBS, READ