

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u> TO LEASE NO. <u>GS-09P-LCA03326</u>
ADDRESS OF PREMISES 2105 South Bascom Avenue Campbell, CA 95008-3271	PDN Number: PS0031390

THIS AMENDMENT is made and entered into between
CRP Lincoln, LLC

whose address is: 1001 Pennsylvania Avenue, NW
Washington, D.C. 20004-2505

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 accept the space for beneficial occupancy, to adjust rent and other consideration upon final calculation of Tenant Improvements, and to adjust broker commission and commission credit based on final term rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Lease Term and Paragraphs 1.03, and 1.04, 1.05, 7.08, and Paragraph 3 from Lease Amendment #1 are hereby deleted and the following substituted therefor:

Lease Term


To Have and To Hold the said Premises with their appurtenances for the term beginning April 9, 2015, and continuing for a period of 10 years, 5 Years' Firm term, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 3 pages.

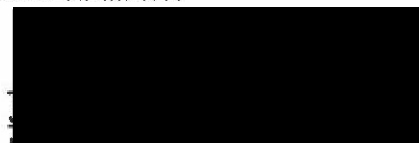

All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: David H. Kingery
Title: Vice President
Entity Name: CRP Lincoln LLC

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4-22-2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: William B. Kingery
Title: Vice President - The Carlyle Group

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

MONTHS	ANNUAL SHELL RENT ¹	ANNUAL AMORTIZED TENANT IMPROVEMENT COSTS ²	ANNUAL OPERATING COSTS ³	TOTAL RENT (\$/RSF/Yr) ^{4,5,6}	TOTAL ANNUAL RENT
1	\$0.00 ⁵	\$71,284.32	\$0.00 ⁵	\$9.56	\$71,284.32
2-60	\$253,640.00 ¹	\$71,284.32	\$65,424.20 ³	\$52.33	\$390,348.52
61-120	\$380,460.00 ¹	\$0.00	\$65,424.20	\$59.77	\$445,884.20

¹ Shell rent calculation:

(Firm Term) \$34.00 per RSF multiplied by 7,460 RSF

(Non-Firm Term) \$51.00 per RSF multiplied by 7,460 RSF

² The Tenant Improvement Cost is based on a total of \$300,000 to be amortized at a rate of 7 percent per annum over the first five years of the lease.

³ Operating Costs rent calculation: \$8.77 per RSF multiplied by 7,460 RSF

⁴ Rent does not reflect Commission Credit per Section 1.04 per this lease.

⁵ First month of lease includes a rental concession of shell rent and operating expenses at no cost to the Government. Only amortized Tenant Improvements are paid the first month.

⁶ \$/RSF has been rounded to the nearest cent.

- B. Rent is based on the Government's acceptance of 7,460 rentable square feet (RSF) which yields 6,113 ANSI/BOMA Office Area (ABOA) as established on April 9, 2015.
- C. The final Tenant Improvement (TI) cost to be amortized in the rental rate is established at \$300,000 and is amortized at a rate of 7% annually over the firm term of the lease.
- 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 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.
- F. 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 the paragraph entitled "The Premises."
 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 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC., is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be

INITIALS: DL & JP
LESSOR GOVT

payable to CARPENTER/ROBBINS COMMERCIAL REAL ESTATE, INC. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 2nd Rental Payment \$32,529.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time after April 8, 2020, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

7.08 Tenant Improvement Cost Overage: The total cost for the Tenant Improvements in the amount of \$334,294.33 exceeds the Tenant Improvement Allowance of \$300,000.00 and as such, the tenant improvement cost overage is \$34,294.33.

Paragraph 3 of Lease Amendment 1 is hereby deleted in its entirety and replaced by the following paragraph re-titled 7.09:

"7.09 Lump Sum Payment:

Upon completion and Government acceptance of the premises, 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 \$34,294.33 shall be submitted electronically, via the GSA Finance website at <https://finance3.gsa.gov/webVendors>

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at: james.philliposian@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 the GSA PS Number (will be sent after the Government executes this Lease Amendment)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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

INITIALS: OK & JP
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