

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 2 </u>
	TO LEASE NO. GS-09B-02990
ADDRESS OF PREMISES: 1020 O'Brien Drive, Menlo Park, CA 94025	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Michael & Marilyn Cabak Trust, Robert S. Waples Trust whose address is: [REDACTED]

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 amortize the actual tenant improvements into the rent. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2013 as follows: Paragraph 1.03 is revised to amortize actual tenant improvements into the rent.

"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:

	YRS 1-3 FIRM TERM	YRS. 4-5 FIRM TERM	YR. 6 NON-FIRM TERM	YRS. 7-9 NON-FIRM TERM	YR. 10 NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$244,000.00	\$264,400.00	\$264,400.00	\$286,400.00	\$310,200.00
TENANT IMPROVEMENTS RENT ²	\$ 586.94	\$ 586.94	\$0	\$0	\$0
OPERATING COSTS ³	\$25,400.00	\$ 25,400.00	\$ 25,400.00	\$ 25,400.00	\$ 25,400.00
BUILDING SPECIFIC SECURITY ⁴	\$0	\$0	\$0	\$0	\$0
PARKING ⁵	\$0	\$0	\$0	\$0	\$0
TOTAL ANNUAL RENT	\$269,986.94	\$290,386.94	\$289,800.00	\$311,800.00	\$335,600.00

This Lease Amendment contains {2} 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.

<p>FOR THE LESSOR</p> <p>[REDACTED]</p> <p>Signature: [REDACTED]</p> <p>Name: <u>MICHAEL R CABAK</u></p> <p>Title: <u>MANAGER</u></p> <p>Entity Name: <u>MICHAEL R. CABAK, MARILYN</u></p> <p>Date: <u>JAN 8, 2014</u></p>	<p>FOR THE GOVERNMENT:</p> <p>[REDACTED]</p> <p>Signature: [REDACTED]</p> <p>Name: [REDACTED]</p> <p>Title: Lease Contracting Officer</p> <p>GSA, Public Buildings Service, _____</p> <p>Date: <u>2/19/14</u></p> <p><u>CM CABAK TRUST, ROBERT S WAPLES TRUST</u></p>
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WITNESSED

[REDACTED]

Signature: [REDACTED]

Name: MARILYN M. CABAK

Title: _____

Date: JAN 8, 2014

¹Shell rent (Firm Term) calculation: \$12.20 per RSF years 1-3 and \$13.22 per RSF for years 4-5 multiplied by 20,000 RSF

²The Tenant Improvement amount of \$2,530.00 amortized at a rate of 6 percent per annum over 5 years

³Operating Costs rent calculation: \$1.27 per RSF multiplied by 20,000 RSF

⁴Building Specific Security Costs of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph G below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,000 ABOA SF 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 (TI) 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 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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.

G. Parking shall be provided at a rate of \$00 per parking space per month (Structure), and \$00 per parking space per month (Surface)."

INITIALS: MB
LESSOR

&
GOVT