

**SECOND AMENDMENT TO LEASE AGREEMENT**  
("Burgess Pool," 501 Laurel Street, Menlo Park, CA &  
"Belle Haven Pool," 100 Terminal Avenue, Menlo Park, CA)

This Second Amendment to Lease Agreement is made by and between the CITY OF MENLO PARK, a municipal corporation, ("CITY"), and TEAM SHEEPER INC., a California corporation, ("PROVIDER"), with respect to that certain Lease Agreement dated March 15, 2011, (the "Lease") regarding both the "Burgess Pool" located at 501 Laurel Street, Menlo Park, California, and the "Belle Haven Pool" located at 100 Terminal Avenue, Menlo Park, California, (the "Premises"), effective as of the last date appearing adjacent to the signatures of the parties hereto.

RECITALS

WHEREAS, the CITY and TEAM SHEEPER, L.L.C., a California limited liability company, entered into the Lease; and

WHEREAS, in 2011, TEAM SHEEPER, L.L.C., a California limited liability company; converted to a California corporation by the name of TEAM SHEEPER INC; and

WHEREAS, the CITY and PROVIDER entered into an Amendment to Lease Agreement to extend the term of the Lease until September 30, 2017; and

WHEREAS, the CITY and PROVIDER desire to further extend the term and make other modifications to the Lease.

NOW, THEREFORE, for good and valuable consideration the parties agree to amend the Lease as follows:

1. The term of the Lease, identified in Section 2, shall be extended and shall terminate on January 31, 2018.

2. PROVIDER will no longer be required to remit to the CITY the Rent or Additional Rent defined in Section 3 of the Lease for the remainder of the term. Notwithstanding, PROVIDER will continue to be responsible for and pay for the costs associated with the maintenance performed by PROVIDER or PROVIDER's staff as identified in Section 14 as necessary to keep the Premises in an orderly, clean and professional condition at all times, including but not limited to testing and adjusting chemicals in the pool.

3. The CITY will pay for the cost of the chemicals needed to maintain the Premises.

4. Except as modified herein, all of the remaining terms and provisions of the Lease shall remain in full force and effect.

\*\*\*\* signatures on next page\*\*\*\*

DATED: 10/11/17, 2017

CITY OF MENLO PARK, a municipal corporation

Attest:

By:

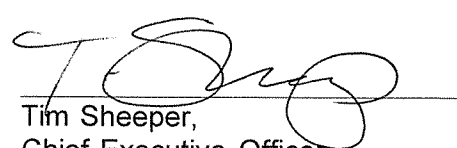
  
City Manager

Jelen Lazenda, DEPUTY  
City Clerk

DATED: 10/10/17, 2017

TEAM SHEEPER INC, a California corporation

By:

  
Tim Sheeper,  
Chief Executive Officer