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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**Form 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): 10/12/2010**

**Dynavax Technologies Corporation**

(Exact name of registrant as specified in its charter)

**Commission File Number: 001-34207**

**Delaware**  
(State or other jurisdiction of  
incorporation)

**33-0728374**  
(IRS Employer  
Identification No.)

**2929 Seventh Street, Suite 100**  
**Berkeley, CA 94710-2753**  
(Address of principal executive offices, including zip code)

**(510) 848-5100**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### Item 1.01. Entry into a Material Definitive Agreement

On October 12, 2010, Dynavax Technologies Corporation (the "Company") entered into a Second Amendment to Lease (the "Second Amendment") with 2929 Seventh Street, L.L.C (the "Landlord") with respect to the Company's office and laboratory space located at 2929 Seventh Street, Berkeley, California (the "Berkeley Space"). The initial lease for the Berkeley Space became effective on January 7, 2004 and was subsequently amended by the First Amendment to Lease, dated May 21, 2004 (the "First Amendment").

The Second Amendment reduced the Company's leased premises by 23,500 square feet and extended the term of the lease through September 30, 2017. Commencing on the reduction effective date, which is no later than April 1, 2011, the monthly base rent for the Berkeley Space will be reduced proportionately by the reduction in square footage and is subject to scheduled escalation on an annual basis thereafter.

A copy of the First Amendment and Second Amendment is attached hereto as Exhibit 10.55 and Exhibit 10.56, respectively, to this current report on Form 8-K and is incorporated herein by reference. The foregoing description of the terms of the lease amendments does not purport to be complete, and is qualified in its entirety by reference to such exhibits.

### Item 9.01. Financial Statements and Exhibits

(d) Exhibit

Exhibit No. Description

10.55 First Amendment to Lease, dated as of May 21, 2004, between Dynavax Technologies Corporation and 2929 Seventh Street, L.L.C.

10.56 Second Amendment to Lease, dated as of October 12, 2010, between Dynavax Technologies Corporation and 2929 Seventh Street, L.L.C.

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### SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dynavax Technologies Corporation

Date: October 13, 2010

By: /s/ Jennifer Lew

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Jennifer Lew  
Vice President, Finance

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
EX-10.55	First Amendment to Lease, dated as of May 21, 2004, between Dynavax Technologies Corporation and 2929 Seventh Street, L.L.C.
EX-10.56	Second Amendment to Lease, dated as of October 12, 2010, between Dynavax Technologies Corporation and 2929 Seventh Street, L.L.C.

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "**Amendment**") is entered into as of May 21, 2004, by and between 2929 SEVENTH ST., LLC, a California limited liability company ("**Landlord**") and Dynavax Technologies Corporation, a Delaware corporation ("**Tenant**").

### RECITALS

A. Landlord and Tenant are parties to that certain lease dated as of January 7, 2004, which has not previously been amended (the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant premises consisting of approximately 20,251 rentable square feet as more particularly described in the Lease (the "Premises") in the building located at 2929 Seventh Street, Berkeley, California (the "**Building**").

B. Tenant has exercised its expansion option to lease Suite 100 on the 1<sup>st</sup> floor of the Building in accordance with the terms and conditions of Section 1 of the Addendum to Lease.

C. Tenant and Landlord mutually desire that the Lease be amended on and subject to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Scope of Amendment and Defined Terms. Except as expressly provided in this Amendment, the Lease shall remain in full force and effect. Except as expressly provided in this Amendment, the term "Lease" shall mean the Lease as modified by this Amendment. Capitalized Terms used in this Amendment and not otherwise defined herein shall have the respective meanings set forth in the Lease.
2. Expansion. Landlord and Tenant hereby acknowledge that Tenant has exercised its expansion option to lease Suite 100 on the 1<sup>st</sup> floor of the Building containing approximately 47,000 square feet of rentable area shown on Addendum Exhibit 1 to the Lease (the "Expansion Space"). Effective as of the Expansion Space Commencement Date (defined below), the Premises, as defined in the Lease is increased from 20,251 rentable square feet in the Building (i.e Suites 130 and 200) to 67,521 rentable square feet in the Building (i.e Suites 100, 130 and 200). The Expansion Space shall be leased subject to the terms and conditions contained in Section 1 of the Addendum to Lease except as expressly modified herein.
3. Expansion Space Commencement Date. The Expansion Space Commencement Date shall be the date Landlord has (i) completed the Initial Expansion Space Work (defined in the Lease) and the Additional Work as defined below and (ii) delivered possession of the Expansion Space to Tenant. Notwithstanding anything in the Lease to the contrary, subsequent to the Expansion Space Commencement Date, references to the "Term" shall mean the period commencing with the Expansion Space Commencement Date and ending with the Expansion Space Expiration Date. The Initial Expansion Space Work and the Additional Work shall be deemed to be "complete" on the date that the Initial Expansion Space Work and the Additional Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Expansion Space. If Landlord is delayed in the performance of the Initial Expansion Space Work and the Additional Work as a result of the acts or omissions of Tenant or its respective contractors or vendors, including without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under the Lease, or the specification of any materials or equipment with long lead times (a "Tenant Delay"), the Initial Expansion Space Work and the Additional Work shall be deemed to be complete on the date that Landlord could reasonably have expected to complete the Initial Expansion Space Work and the Additional Work absent any Tenant Delay.
4. Monthly Base Rent. During the Expansion Space Term (define in the Lease), in addition to Tenant's obligations to pay Monthly Base Rent for the initial Premises, Tenant shall pay Monthly Base Rent for the Expansion Space as follows:

PERIOD FROM / TO	MONTHLY
Months 1-12	\$110,450.00
Months 13-24	\$113,763.50
Months 25-36	\$117,176.41
Months 37-48	\$120,691.70
Months 49-60	\$124,312.45
Months 61-72	\$128,041.82

Months 73-84	\$131,883.07
Months 85-96	\$135,839.56
Months 97-108	\$139,914.75
Months 109-120	\$144,112.19

Monthly Base Rent attributable to the Expansion Space shall be payable in monthly installments in accordance with the terms and conditions of Article 3 of the Lease.

1. Additional Security Deposit. As of the Expansion Space Commencement Date, the Security Deposit shall increase by \$331,350.00 (the "Security Deposit Increase"), for a total Security Deposit under the Lease of \$408,303.75; provided, however, if the sum of Tenant's cash, cash equivalents, and marketable securities fall below \$20 million for a period of 30 consecutive days or more during the Term, the amount of the Security Deposit shall increase to \$1,065,487.44. Thereafter, Tenant may reduce the amount of the Security Deposit to \$408,303.75 if: (a) projected sum of Tenant's cash and cash equivalents will remain above \$20 million for the remainder of the Term, or (b) the sum Tenant's cash and cash equivalents actually remains over \$20 million for a period of 12 consecutive months. Tenant may request the reduction of the Security Deposit upon written notice to Landlord providing evidence of the existence of either condition (a) or (b) above. Tenant shall deposit the Security Deposit Increase with Landlord on or before the Expansion Space Commencement Date. All the terms of Article 5 of the Lease shall apply to the Security Deposit as redefined by this Section.
2. Tenant's Share. For the period commencing with the Expansion Space Commencement Date and ending on the Expansion Space Expiration Date, Tenant's Share shall be increased appropriately to account for the addition of the Expansion Space.
3. Parking. Effective as of the Expansion Space Commencement Date, the number of unreserved parking spaces contained in Section 1.1(13) (Parking) of the Lease is amended from 61 to 202.
4. Improvements to Expansion Space. Landlord shall perform the Subsequent Expansion Space Work in accordance with the terms and conditions of Section 1 of the Addendum to Lease.
5. Expansion Space Additional Work. Landlord shall, prior to the Expansion Space Commencement Date, complete that work as generally described in that certain preliminary plan prepared by Folio Architects, dated as of May 7, 2004, and delivered to Landlord on May 10, 2004, as such preliminary plan may be modified or amended with mutual consent of Landlord and Tenant (the "Additional Work"). The Additional Work shall be performed at the sole cost of Tenant, provided that Landlord agrees to contribute the sum of \$350,000.00 (the "Expansion Space Additional Allowance") toward the cost of performing the Additional Work in the Expansion Space. The Expansion Space Additional Allowance may only be used for the cost of preparing design and construction documents, mechanical and electrical plans for Expansion Space, any applicable construction management fees, and for hard costs in connection with such work.
6. Second Expansion Space Allowance. In the event that Tenant has used the entire Expansion Space Additional Allowance as provided above. Tenant shall have the right to borrow from Landlord up to \$250,000.00 (the "Second Expansion Space Allowance"), provided Tenant is not in default under this Lease. Any Second Expansion Space Allowance borrowed by Tenant hereunder shall be repaid to Landlord as Additional Rent in equal monthly installments throughout the Term, plus interest fixed at eight and one-half percent (8.5%). If (a) Tenant is in monetary default under this Lease after the expiration of applicable cure periods, or (b) Tenant exercises its Termination Option, the entire unpaid balance of the Second Expansion Space Allowance borrowed by Tenant shall become immediately due and payable and, except to the extent required by applicable law, shall not be subject to mitigation or reduction in connection with a reletting of the Premises by Landlord.
7. Brokers. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents the respective principals and members of any such agents (collectively, the Landlord Related Parties") harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents the respective principals and members of any such agents (collectively, the Landlord Related Parties") harmless from all claims of any brokers, claiming to have represented Landlord in connection with this Amendment .
8. Waiver. No failure of delay by a party to insist upon the strict performance of any term, condition or covenant of this Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same of any other term of this Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
9. Full Force and Effect. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
10. California Law. This Amendment shall be construed and governed by the laws of the State of California.

11. **Authority.** This Amendment shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Amendment.
12. **Attorneys' Fees and Costs.** In the event of any action of law or in equity between the parties to enforce any of the provisions hereof, any unsuccessful party of such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including these costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.
13. **Entire Agreement; No Amendment.** This Amendment constitutes the entire agreement and understanding between the parties with respect to the subject of this Amendment and shall supersede all prior written and oral agreements concerning this subject matter. This Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Landlord and Tenant. Each party acknowledges that it has read this Amendment, fully understands all this Amendment's terms and conditions, and executes this Amendment freely, voluntarily and with full knowledge of its significance. This Amendment is entered into by the parties with and upon advice of counsel.
14. **Severability.** If any provisions of this Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Amendment and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law.
15. **Counterparts.** This Amendment may be executed in counterparts, and such counterparts together shall constitute but one original of the Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
16. **Agreement to Perform Necessary Acts.** Each party agrees that upon demand, it shall promptly perform all further acts and execute, acknowledge and deliver all further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provision of this Amendment.
17. **Captions and Headings.** The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place construction upon any of the provisions of this Amendment.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Second Amendment as of the day and year first above written.

**LANDLORD:**            **2929 Seventh St, LLC,**  
a California limited liability company

By: /s/ Richard K. Robbins

Richard K. Robbins

Managing Member

**TENANT:**            **Dynavax Technologies Corporation,**  
a Delaware corporation

By: /s/ Dino Dina

Name: Dino Dina

Title: President and CEO

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("**Second Amendment**") is entered into as of October 12, 2010, by and between 2929 SEVENTH ST., LLC, a California limited liability company ("**Landlord**") and Dynavax Technologies Corporation, a Delaware corporation ("**Tenant**"), with reference to the following facts:

A. Landlord and Tenant are parties to that certain lease dated as of January 7, 2004 (the "**Original Lease**"), which lease has been previously amended by that certain First Amendment to Lease dated as of May 21, 2004 (the "**First Amendment**") (the Original Lease, as so amended, being referred to herein as the "**Lease**"), pursuant to which Landlord leases to Tenant space currently containing approximately 67,521 rentable square feet (the "**Original Premises**"), consisting of Suite No. 100 ("**Suite 100**"), Suite No. 130 ("**Suite 130**") and Suite No. 200 ("**Suite 200**") in the building located at 2929 Seventh Street, Berkeley, California (the "**Building**"). Suite 100 currently contains approximately 47,000 rentable square feet.

B. Tenant desires to surrender a portion of Suite 100 to Landlord containing approximately 23,500 rentable square feet on the first (1<sup>st</sup>) floor of the Building as shown on Exhibit A hereto (the "**Reduction Space**") (the Original Premises, less the Reduction Space, is referred to herein as the "**Remaining Premises**"). Landlord is currently in negotiations with a third party tenant for the lease of the Reduction Space, and Landlord is willing to accept Tenant's surrender of the Reduction Space on the terms and conditions set forth herein. The reduction of the Reduction Space from Suite 100 is conditioned upon Landlord entering into a new lease with a third party tenant for the Reduction Space on or before October 15, 2010.

C. The Lease by its terms is scheduled to expire on September 30, 2014, and the parties desire to extend the Term, all on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### **1. Reduction of Space From Premises.**

- a. **Reduction Effective Date.** Tenant shall vacate the Reduction Space in accordance with Article 12 of the Original Lease by no later than 8:00 a.m. on Monday, November 29, 2010 (the "**Vacation Deadline**"). Following Tenant's vacation of the Reduction Space in accordance with Article 12 of the Original Lease, Landlord shall (i) construct a demising wall separating the Reduction Space from the Remaining Premises (the "**Demising Wall**"), and (ii) prepare the Reduction Space for a third party tenant to occupy the Reduction Space. Landlord shall use commercially reasonable efforts to minimize the amount of dust and noise created in connection with such work. Tenant shall be responsible for the design and construction costs associated with demising the Reduction Space from the Remaining Premises (including but not limited to the costs of the Demising Wall, addition of doors, and HVAC modifications) in an amount of up to \$125,000.00, and shall reimburse Landlord for such costs within ten (10) days following the date that Landlord delivers evidence of the amounts incurred by Landlord in connection therewith. As used herein, the "**Reduction Effective Date**" shall be the earlier of (x) the date that a third party tenant commences paying rent in connection with the Reduction Space, and (y) April 1, 2011; provided, however, if Substantial Completion of Landlord's preparation work in the Reduction Space is delayed as a result of any act or omission of Tenant or a Force Majeure event, then the date set forth in clause (ii) above shall be extended on a day-for-day basis. Within fifteen (15) days following the Reduction Effective Date, Landlord and Tenant shall enter into an agreement (the form of which is attached hereto as Rider 1) confirming the Reduction Effective Date, the Rentable Area of the Premises, Tenant's Share, the Monthly Base Rent schedule, and any other applicable terms.
- b. **Reduction.** Effective as of the Reduction Effective Date, Suite 100 shall be decreased from 47,000 rentable square to approximately 23,500 rentable square feet by the elimination of the Reduction Space, and the Remaining Premises shall consist of approximately **44,021** rentable square feet. As of the Reduction Effective Date, (i) the Lease shall be terminated with respect to the Reduction Space (subject to the survival of Tenant's indemnity obligations pursuant to Section 17.2 of the Original Lease), and (ii) the "Premises", as defined in the Lease, shall mean the Remaining Premises. Tenant acknowledges that Suite 100 may be remeasured following the construction of the Demising Wall, and the rentable area of Suite 100 and the Remaining Premises may change as a result of such remeasurement. Landlord hereby agrees that any remeasurement of Suite 100 shall be calculated in accordance with the "Standard Method For Measuring Floor Area in Office Buildings" approved June 7, 1996, by the American National Standards Institute and the Building Owners and Managers Association International (ANSI/BOMA Z65.1-1996), as interpreted and applied by Landlord's measurement firm to the Building. Following any such remeasurement, the Rentable Area of the Premises (as such term is amended hereby) shall be set forth in the Reduction Effective Date Agreement in the form of Rider 1. Any figures in the Lease (as amended hereby) based on the Rentable Area of the Premises shall be appropriately adjusted.
- c. **Holding Over.** If Tenant shall holdover in the Reduction Space beyond the Vacation Deadline, then commencing on the date of the Vacation Deadline, Tenant shall be liable for Monthly Base Rent, additional Rent and other charges in connection with the Reduction Space pursuant to the terms of Article 13 of the Original Lease on a per square foot basis for the Reduction Space. Such holdover amount shall not limit Tenant's liability for

consequential or other damages arising from Tenant's holding over nor shall it be deemed permission for Tenant to holdover in the Reduction Space.

d. **Shared Space.** From and after the Reduction Effective Date and continuing through the Extended Termination Date (defined below), Tenant shall have the right to use those areas identified as "shared" space in Exhibit A (the "**Shared Space**"). Tenant shall share the use of the Shared Space with the occupant of the Reduction Space, and shall not prohibit or otherwise limit access to such Shared Space from the Reduction Space occupant. Notwithstanding anything herein to the contrary, Shared Space located in the Reduction Space shall constitute a part of the Premises, except with respect to Tenant's obligation to pay Rent therefor.

e. **Reduction Space Representation.** Tenant represents that it has not made any assignment, sublease, transfer or conveyance of (i) the Lease or any interest therein, or (ii) in the Reduction Space, and further represents that there is not and will not hereafter be any claim, demand, obligation, liability, action or cause of action by any other party respecting, relating to or arising out of the Reduction Space. Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, expenses, claims, demands, judgments, damages or costs arising from the representations set forth in this Section 1(f), including without limitation, attorneys' fees. Tenant acknowledges that Landlord will be relying on this Second Amendment in entering into leases for the Reduction Space with other parties.

2. **Reduction Fee.** Tenant shall pay to Landlord the amounts set forth in sections (a) and (b) below (collectively, the "**Reduction Fee**") pursuant to this Section 2 in consideration for Landlord's agreement to eliminate the Reduction Space from the Premises:

a. Concurrently with Tenant's execution and delivery of this Second Amendment, Tenant shall pay to Landlord the sum of \$58,750.00;

b. An amount equal to \$3,431.00 per month commencing on the Reduction Effective Date and continuing on the first (1st) day of each succeeding calendar month up to and including January 1, 2012 (each a "**Reduction Fee Monthly Payment**"), and the Lease is hereby amended as follows:

i. References to "Monthly Base Rent" and "Rent" in the Original Lease shall be amended pursuant to Section 2(b) to include the Reduction Fee Monthly Payments.

ii. In the "Excess Rent" provision contained in Section 10.3 of the Original Lease, the following parenthetical shall be inserted in clause (i) after the words "Monthly Base Rent": "(excluding, however, any Reduction Fee Monthly Payments)".

iii. Sections 6.5, 10.2, 14.3, 15.2 and 16.5 of the Original Lease with respect to the abatement and/or reduction of Rent shall not apply to any Reduction Fee Monthly Payment.

iv. If (x) for any reason, the Termination Date occurs earlier than January 1, 2012, and (y) Tenant has not yet paid in full all of the Reduction Fee Monthly Payments required hereunder, then any and all Reduction Fee Monthly Payments not yet paid by Tenant shall immediately become due and payable as of the Termination Date.

3. **Tenant's Share.** Effective as of the Reduction Effective Date, Tenant's Share of Rent Adjustments and Rent Adjustment Deposits shall be decreased appropriately to account for the elimination of the Reduction Space, subject to further adjustment that results from any remeasurement set forth in Section 1(b) above.

4. **Extension.** The term of the Lease with respect to the Remaining Premises is hereby extended and shall expire on September 30, 2017 ("**Extended Termination Date**"), unless sooner terminated in accordance with the terms of the Lease. From and after the date hereof, references in the Lease to the "Expiration Date" shall mean the Extended Termination Date, and references to the "Term" shall mean the Term, as extended by this Second Amendment.

5. **Monthly Base Rent.** Commencing as of the Reduction Effective Date and continuing through and including the Extended Termination Date, the schedule of Monthly Base Rent for the Remaining Premises shall be as follows:

<b>Months of Term or Period</b>	<b>Monthly Base Rent for Suite 100**</b>	<b>Monthly Base Rent for Suites 130/200</b>	<b>Aggregate Monthly Base Rent for Remaining Premises</b>
Reduction Effective Date* - August 30, 2011	\$65,941.54	\$30,628.92	\$96,570.46
September 1, 2011 - August 30, 2012	\$67,919.78	\$31,547.79	\$99,467.57



September 1, 2012 - August 30, 2013	\$69,957.37	\$32,494.22	\$102,451.60
September 1, 2013 - August 30, 2014	\$72,056.09	\$33,469.05	\$105,525.15
September 1, 2014 - August 30, 2015	\$74,217.78	\$34,473.12	\$108,690.90
September 1, 2015 - August 30, 2016	\$76,444.31	\$35,507.32	\$111,951.63
September 1, 2016 - September 30, 2017	\$78,737.64	\$36,572.54	\$115,310.18

\*If the Reduction Effective Date is not the first day of a calendar month, Tenant shall pay the prorated amount of the aggregate Monthly Base Rent set forth above for the partial calendar month during which the Reduction Effective Date occurs pursuant to Article 3 of the Original Lease.

\*\* The foregoing Monthly Base Rent figures are based on Suite 100 consisting of 23,500 rentable square feet following the Reduction Effective Date. If Landlord remeasures Suite 100 and determines that the rentable area of Suite 100 is not 23,500 rentable square feet, then the schedule for Monthly Base Rent shall be adjusted accordingly, and shall be set forth in the Reduction Effective Date Agreement attached hereto as Rider 1.

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

1. **Parking.** Effective as of the Reduction Effective Date, the number of unreserved parking spaces that Tenant may use pursuant to Section 1.1(13) of the Original Lease, as amended by the First Amendment, shall be reduced from 202 to 132.
2. **Second Amendment Expansion Option.** Section 1 (Expansion Option) of the Addendum to the Original Lease is hereby deleted therefrom, null and void and of no further force or effect. Notwithstanding the foregoing, Tenant shall have the right to expand the Premises (as such term is amended hereby) on the terms and conditions set forth in this Section 7.
  - a. **Generally; Exercise of Option.** If during the period of the Term from the Reduction Effective Date up to and including the date that is six (6) months prior to the Extended Termination Date (i.e., March 31, 2017), Tenant is not then in Default under the Lease (as amended hereby), and has a demonstrable business need and demonstrable ability to pay the additional Rent to expand into space consisting of at least 10,000 rentable square feet of area more than the Rentable Area of the Premises, Tenant shall have the option (the "**Second Amendment Expansion Option**") to request to expand the Premises by providing Landlord at least six (6) months' prior written notice ("**Second Amendment Expansion Notice**") of the date when Tenant requires such larger space and shall specify the amount of space (the "**Second Amendment Expansion Space**") that Tenant desires. Tenant shall have no right to provide a Second Amendment Expansion Notice if Tenant is not in occupancy of all of the Premises (as such term is amended hereby) or if the Lease has been assigned (other than to a Tenant Affiliate). Landlord agrees to use reasonable efforts to locate the Second Amendment Expansion Space in the Building or a building owned by an affiliate of Landlord in the Richmond, Emeryville or West Berkeley area of comparable quality and fitness to the Building.
  - b. **Termination Right.** Subject to the limitation set forth in Section 7(c) below, if Landlord and Tenant have not, within six (6) months following Landlord's receipt of the Second Amendment Expansion Notice (the "**Expansion Negotiation Period**"), agreed upon Second Amendment Expansion Space reasonably acceptable to Tenant with both parties working in good faith at all times, Tenant shall have the right to terminate the Lease by providing Landlord one hundred eighty (180) days prior written notice, and provided further that Tenant provide such termination notice within thirty (30) days following the expiration of the Expansion Negotiation Period.
  - c. **Second Amendment Expansion Space.** If Landlord locates proposed Second Amendment Expansion Space during the Expansion Negotiation Period, Landlord shall notify Tenant ("**Landlord's Notice**") of the location of such space and shall provide Tenant with reasonable assurances that such proposed Second Amendment Expansion Space can be improved in the manner and time required by this Section 7. Tenant shall thereafter have twenty (20) business days within which to notify Landlord whether Tenant approves such proposed Second Amendment Expansion Space, which approval shall be in Tenant's sole discretion, and Tenant shall not be obligated to pay any penalty for rejecting the proposed Second Amendment Expansion Space set forth in the applicable Landlord's Notice. Notwithstanding anything in this Section 7 to the contrary, if Tenant rejects any proposed Second Amendment Expansion Space, such rejection must be reasonable in order for Tenant to exercise the termination right set forth in Section 7(b) above. If Tenant fails to approve any proposed Second Amendment Expansion Space within twenty (20) business days following the delivery of Landlord's Notice, Tenant shall be deemed to have rejected the proposed Second Amendment Expansion Space set forth in the applicable Landlord's Notice (with no penalty to Tenant), but in such event, Tenant shall have no right to exercise the termination right set forth in Section 7(b) above. If Tenant approves any such proposed Second Amendment Expansion Space, then Landlord and Tenant shall enter a Lease amendment as provided in Section 7(e) below. Notwithstanding the foregoing, the Monthly Base Rent rate payable with respect to a portion of the Second Amendment Expansion Space consisting of the same Rentable Area of the Premises as set forth in the Reduction Effective Date Agreement (the "**Base Space**") shall be equal to the Monthly Base Rent payable hereunder, and if the balance of the Term is less than forty-eight (48) months following the commencement date for the Second Amendment Expansion Space, the Term shall be automatically extended to ensure the balance of the Term is forty-eight (48) months following such commencement date. If such an automatic extension of the Term is required pursuant to the terms of the immediately preceding sentence, the Monthly Base Rent with

respect to the Base Space shall automatically increase by three percent (3%) effective as of the date immediately following the Extended Termination Date, and shall increase by three percent (3%) every twelve (12) months. Landlord and Tenant acknowledge and agree the Base Space shall include the same proportion of laboratory and office space and the same ratio of offices to cubicles and Landlord shall, at Landlord's sole cost and expense, provide Tenant a "turn-key" buildout with respect to the Base Space reasonably comparable to the original Premises leased by Tenant under the Lease (as amended hereby). The Monthly Base Rent rate payable with respect to the balance of the Second Amendment Expansion Space ("**Balance Space**") shall be the "fair market rate" (i.e., the rate that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of comparable space in the local market of the Balance Space would accept at arms' length), determined in the manner set forth below. Monthly Base Rent and all additional Rent payable for the Second Amendment Expansion Space shall be payable in monthly installments in accordance with the terms and conditions of the Lease (as amended hereby), provided that Tenant's Share shall be appropriately adjusted. Landlord shall provide Tenant with a tenant improvement allowance, if any, consistent with the determination of the then current fair market rent for the Balance Space. Subject to Landlord's approval of Tenant's financial condition which approval shall not be unreasonably withheld, Landlord shall reasonably cooperate with Tenant to provide additional tenant improvement allowance which additional allowance would be amortized over the remaining term and repaid through an increase of Rent payable for the Second Amendment Expansion Space. The term for the Second Amendment Expansion Space shall commence on the later of (i) the date provided in Landlord's Notice (but no earlier than the date specified in Tenant's Second Amendment Expansion Notice) or (ii) unless waived by Tenant in writing, the date by which all of the following have occurred: (i) Landlord shall have Substantially Completed the design, construction and installation of tenant improvements in the Second Amendment Expansion Space as hereinafter provided; (ii) Landlord has delivered possession of the Second Amendment Expansion Space to Tenant; and (iii) Landlord has obtained approval of occupancy of the Second Amendment Expansion Space from the applicable governmental authorities.

- d. If Tenant properly exercises the Second Amendment Expansion Option, the initial Monthly Base Rent applicable to the Balance Space shall be determined in the following manner. Landlord shall advise Tenant in writing of Landlord's good faith, reasonable determination of the fair market rent (i.e., the rate that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of comparable space in the local market of the Balance Space would accept at arms' length) for the Balance Space ("**Landlord's Fair Market Proposal**") no less than forty five (45) days prior to the commencement of the term for the Second Amendment Expansion Space. Tenant's failure to disapprove in writing Landlord's Fair Market Proposal within ten (10) days shall be deemed to be a disapproval of Landlord's Fair Market Proposal. In the event Tenant disapproves in writing (or is deemed to have disapproved) Landlord's Fair Market Proposal, Landlord and Tenant shall attempt in good faith to agree upon the fair market rent within fifteen (15) days of Tenant's notice of or deemed disapproval. If after such fifteen (15) day period, Landlord and Tenant have not agreed in writing as to the fair market rent, the parties shall determine the fair market rent in accordance with the procedure set forth below.
- i. Within ten (10) days after the expiration of such fifteen (15) day period, Tenant shall notify Landlord of the name and address of the broker appointed to represent Tenant ("**Tenant's Broker**"). Tenant's Broker shall be licensed in the State of California, engaged in the brokerage business in the San Francisco-East Bay commercial real estate market for at least the immediately preceding five (5) years, and familiar with the real estate market in the Richmond, Berkeley and Emeryville area. Within ten (10) days of the appointment of Tenant's Broker, Tenant shall advise Landlord in writing of Tenant's Broker's good faith, reasonable determination of the fair market rent for the Balance Space as of the commencement of the term for such Second Amendment Expansion Space ("**Tenant's Broker's Fair Market Proposal**"). Landlord shall have ten (10) days after receipt of Tenant's Broker's Fair Market Proposal within which to approve or disapprove Tenant's Broker's Fair Market Proposal. In the event Landlord disapproves in writing Tenant's Broker's Fair Market Proposal, Landlord and Tenant shall attempt in good faith to agree upon the fair market rent within ten (10) days of Landlord's notice of disapproval. If after such ten (10) day period, Landlord and Tenant have not agreed in writing as to the fair market rent, the parties shall determine the fair market rent in accordance with the procedure set forth below.
  - ii. If Landlord and Tenant are unable to agree upon the fair market rent within such ten (10) day period, Landlord and Tenant shall, within ten (10) days thereafter, appoint a second broker meeting the qualifications set forth above with the added qualification that such second broker shall not have previously acted for either Landlord or Tenant. Within ten (10) days following the appointment of the second broker, the second broker shall deliver written determination of the fair market rent to Landlord and Tenant. If the second broker's determination of fair market rent falls between Landlord's Fair Market Proposal and Tenant's Broker's Fair Market Proposal, the second broker's determination shall be deemed to be the fair market rent for purposes of determining the initial Monthly Base Rent for the Balance Space. If the second broker's determination falls outside of Landlord's Fair Market Proposal and Tenant's Broker's Fair Market Proposal, whichever of Landlord's Fair Market Proposal and Tenant's Broker's Fair Market Proposal most closely reflects the fair market rent as determined by the second broker shall be deemed to be the fair market rent for purposes of determining the initial Monthly Base Rent for the Balance Space, and such determination shall be binding on both Landlord and Tenant. Tenant shall pay all costs,

commissions and fees of Tenant's Broker in connection with such determination of the fair market rent. The costs and fees of the second broker shall be paid one-half by Landlord and one-half by Tenant.

iii. If the amount of the fair market rent has not been determined in accordance with this Section as of the commencement of the term for the Second Amendment Expansion Space, then Tenant shall pay the Monthly Base Rent for the Balance Space at the same rent per square foot as then provided in the Lease (as amended hereby) until the amount of the fair market rent for the Balance Space is determined. When such determination is made, Tenant shall pay any deficiency to Landlord, and Landlord shall pay any excess to Tenant, upon demand.

e. Lease Amendment. Upon commencement of the term for the Second Amendment Expansion Space, the Second Amendment Expansion Space shall become the Premises for purposes of the Lease (as amended hereby). If Tenant is entitled to and properly exercises the Second Amendment Expansion Option, Landlord shall prepare a draft amendment (the "**Second Amendment Expansion Amendment**") for Tenant's approval to reflect the commencement date of the term for the Second Amendment Expansion Space, the expiration date of the term of the Lease (if applicable), and the changes in Monthly Base Rent, Rentable Area of the Premises, Tenant's Share, an improvement allowance, if any, and other appropriate terms. Tenant shall use reasonable efforts to execute and return the Second Amendment Expansion Amendment to Landlord within ten (10) days after receipt thereof. In the event the approved Second Amendment Expansion Space is located in a building owned by Landlord's affiliate and not Landlord, Landlord and Tenant shall in good faith execute the appropriate documents as may reasonably be required to carry out the terms and intent of this Section 7. Except with respect to any allowance provided by Landlord, if any, Tenant shall be responsible for all costs in connection with any expansion hereunder.

f. Effect on Other Options. Notwithstanding anything to the contrary contained herein, as of the date that Landlord provides details of Second Amendment Expansion Space that is reasonably approved by Tenant thereafter, any then-unexercised right or option of Tenant to reduce the Premises under Section 8 below shall immediately be deemed terminated and of no further force or effect.

### 3. Second Amendment Reduction Option.

a. Generally. So long as Tenant is not in Default under the Lease (as amended hereby), Tenant shall have a one-time option (the "**Second Amendment Reduction Option**") to reduce the size of the Premises (as such term is amended hereby) by terminating the Lease with respect to (i) all of Suite 130, or (ii) all of Suite 200, or (iii) all or a portion of Suite 100 (as reduced under Section 1 above) that is greater than 10,000 rentable square feet. Notwithstanding anything herein to the contrary, unless Tenant elects to reduce the Premises by the reduction of all of Suite 100 (as reduced under Section 1 above), Tenant may not exercise the Second Amendment Reduction Option with respect to more than fifty percent (50%) of the Premises (as such term is amended hereby). If Tenant elects to exercise the Second Amendment Reduction Option with respect to a portion of Suite 100 (as reduced under Section 1 above), the remaining portion thereof must be "rentable" ; in terms of its size, configuration, accessibility and attractiveness, as reasonably determined by Landlord. If Tenant elects to exercise the Second Amendment Reduction Option, Tenant must deliver to Landlord written notice of such election (the "**Second Amendment Reduction Notice**") at least six (6) months prior to the proposed reduction date. Tenant's Second Amendment Reduction Notice must specify in reasonable detail the proposed location and configuration of the space proposed to be reduced (the "**Second Amendment Reduction Space**") and the proposed date of early termination of the Lease with respect to the applicable space (the "**Reduction**"); provided, however, in no event shall the Reduction occur before February 1, 2012.

b. Reduction Costs. To the extent the Second Amendment Reduction Space is a portion of Suite 100 (as reduced under Section 1 above), any construction, alterations or improvements to the Premises necessitated by the Reduction (including but not limited to any design or construction work in connection with the demising of Suite 100) shall be performed by Landlord at Tenant's cost and expense using contractors selected by Landlord. Prior to the performance of any work referenced in the foregoing sentence, Landlord shall provide Tenant with a preliminary budget that states the anticipated costs of such work. Notwithstanding anything herein to the contrary, all reasonable costs incurred by Landlord in connection with the Reduction shall be paid by Tenant within ten (10) days following Landlord's demand therefor accompanied with supporting documentation, and Tenant shall surrender and vacate the Second Amendment Reduction Space in accordance with Article 12 of the Original Lease.

c. Second Amendment Reduction Amendment. If Tenant is entitled to and properly exercises the Second Amendment Reduction Option, Landlord shall prepare a draft amendment (the "**Second Amendment Reduction Amendment**") reflecting changes in Monthly Base Rent, Rentable Area of the Premises, Tenant's Share, parking (i.e., reduced by three spaces per 1,000 rentable square feet being reduced) and other appropriate terms. Tenant shall use reasonable efforts to execute and return the Second Amendment Reduction Amendment to Landlord within ten (10) days after receipt thereof.

d. Effect on Other Options. Notwithstanding anything to the contrary contained herein, as of the date Tenant delivers the Second Amendment Reduction Notice to Landlord, the Second Amendment Expansion Option set forth in Section 7 above shall immediately be deemed terminated and of no further force or effect.

4. **No Early Termination Right.** Section 2 (Option to Terminate) of the Addendum to the Original Lease is hereby deleted therefrom, null and void and of no further force or effect.

5. **Representations.** Each party represents to the other that it has full power and authority to execute this Second Amendment.

6. **Miscellaneous.**

- a. This Second Amendment and the attached Exhibit A and Rider 1, which are hereby incorporated into and made a part of this Second Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- b. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
- c. In the case of any inconsistency between the provisions of the Lease and this Second Amendment, the provisions of this Second Amendment shall govern and control.
- d. Submission of this Second Amendment by Landlord is not an offer to enter into this Second Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Second Amendment until Landlord has executed and delivered the same to Tenant.
- e. Capitalized terms used in this Second Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Second Amendment.
- f. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Second Amendment. Tenant agrees to indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this Second Amendment.
- g. Each signatory of this Second Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
- h. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times through and including the Extended Termination Date, remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.
- i. This Second Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Second Amendment may be executed in so-called "pdf" format and each party has the right to rely upon a pdf counterpart of this Second Amendment signed by the other party to the same extent as if such party had received an original counterpart.

**[SIGNATURES ARE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Second Amendment as of the day and year first above written.

**LANDLORD:**            **2929 Seventh St, LLC,**  
a California limited liability company

By: /s/ Richard K. Robbins

Richard K. Robbins

Managing Member

**TENANT:**            **Dynavax Technologies Corporation,**  
a Delaware corporation

By: /s/ Jennifer Lew

Name: Jennifer Lew

Title: Vice President, Finance

**EXHIBIT A**

**REDUCTION SPACE**

[ATTACHED]

**RIDER 1**

**REDUCTION EFFECTIVE DATE AGREEMENT**

2929 SEVENTH ST., LLC, a California limited liability company ("Landlord"), and Dynavax Technologies Corporation ("Tenant"), have entered into that certain Second Amendment to Lease dated as of \_\_\_\_\_, 2010 (the "Second Amendment").

WHEREAS, Landlord and Tenant wish to confirm and memorialize the Reduction Effective Date and Term of the Lease as provided for in Section 4 of the Second Amendment;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Second Amendment, Landlord and Tenant agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Second Amendment.
2. The Reduction Effective Date is \_\_\_\_\_, 20\_\_\_\_.
3. The Extended Expiration Date is September 30, 2017.
4. Tenant hereby confirms the following:
  - (a) That the Lease (as amended by the Second Amendment) is in full force and effect;
  - (b) the Rentable Area of the Premises is \_\_\_\_\_ rentable square feet;
  - (c) Tenant's Share shall be \_\_\_\_%; and
  - (d) the Monthly Base Rent during the Term shall be as follows:

<b>Months of Term or Period</b>	<b>Monthly Base Rent for Suite 100</b>	<b>Monthly Base Rent for Suites 130/200</b>	<b>Aggregate Monthly Base Rent for Remaining Premises</b>
<b>[Reduction Effective Date]</b> - August 30, 2011	\$	\$30,628.92	\$
September 1, 2011 - August 30, 2012	\$	\$31,547.79	\$
September 1, 2012 - August 30, 2013	\$	\$32,494.22	\$
September 1, 2013 - August 30, 2014	\$	\$33,469.05	\$
September 1, 2014 - August 30, 2015	\$	\$34,473.12	\$
September 1, 2015 - August 30, 2016	\$	\$35,507.32	\$
September 1, 2016 - September 30, 2017	\$	\$36,572.54	\$

The parties have caused this Agreement to be entered into as of \_\_\_\_\_, 20\_\_.

TENANT: DYNAVAX TECHNOLOGIES CORPORATION,

a Delaware Corporation

By:

Print Name:

Its:

LANDLORD: 2929 SEVENTH ST., LLC,  
a California limited liability company

By:

Print Name:

Its: