

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02478
ADDRESS OF PREMISES 1735 TECHNOLOGY DRIVE SAN JOSE, CA 95110-1313	PDN Number: PS0031125

THIS AMENDMENT is made and entered into between

CA – The Concourse Limited Partnership, a Delaware Limited

whose address is: 2001 Gateway Place, Suite 350W, San Jose, CA, 95110-1010

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 issue a Notice to Proceed; incorporate and order Tenant Improvements and provide for Lump Sum Payment of the tenant improvement costs.

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 as follows:

Paragraphs 25, 26, and 27 of the SF2 are hereby added:

"25. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$819,977.00 of which \$773,775.00 was already authorized in a Notice to Proceed letter dated September 25, 2013, inclusive of all management and architectural fees."

"26. The total cost for Tenant Improvements in the amount of \$819,977.00 exceeds the tenant improvement allowance of \$773,775.00, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$56,200.00. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$56,200.00 pursuant to Paragraph 27, herein. The Lessor hereby waives restoration as a result of all improvements."

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.

FOR THE LESSOR

Signature: [Redacted]

Name: Eric Lubbs

Title: SVP - Asset Management

Entity Name: CA - Concourse Limited Partnership

Date: 03.06.2015

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: [Redacted]

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 03-16-15

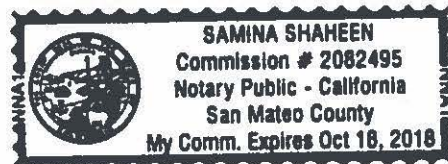
WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Samina Shaheen

Title: Admin/ Notary Public

Date: 03.06.2015



Continued on Sheet 1

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 2 TO LEASE #GS-09B-02478

"27. Upon completion and acceptance of Tenant Improvements identified herein, 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 \$56,200.00 shall be submitted via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice **MUST** be simultaneously submitted to the Contracting Officer either via mail or at Christine.R.Wong@gsa.gov

GSA, Real Estate Division – San Francisco
Attention: Christine R. Wong
50 United Nations Plaza
Room 2255
San Francisco, CA 94102

In order to ensure payment, 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 GSA PS Number:

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:  & 
LESSOR GOV'T