

LEASE ADMENDMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-09B-02544 DATE 4/12/13 PAGE 1 of 2

ADDRESS OF PREMISES 96 NORTH THIRD STREET, SAN JOSE CA 95112-6340

THIS AGREEMENT, made and entered into this date by and between

PARK PLACE VENTURE (A CALIFORNIA PARTNERSHIP)

whose address is

777 NORTH FIRST STREET; SUITE 600 SAN JOSE, CA 95112-6340

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above to revise the rental payment schedule and issue the Notice to Proceed

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 15 is hereby added:

"15. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the [redacted] space located on 96 North Third St., San Jose, CA is fair and reasonable and a Notice to Proceed is hereby issued for the construction of the Security Improvements and Ceiling Improvements, at a total cost not to exceed \$50,718.39 inclusive of all management and architectural fees as stated in Attachment A of this Lease Admendment." Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$50,718.39. The Lessor hereby waives restoration as a result of all improvements."

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

and their names as of the date first above written.

LESSOR

NAME OF SIGNER

Martin C. Menne

ADDRESS

777 N. 1st Street, #600, San Jose, CA 95112

IN PRESENCE OF

NAME OF SIGNER

Mia Campbell

SI

AT

777 N. 1st Street, #600, San Jose, CA 95112

UNITED STATES OF AMERICA

NAME OF SIGNER

Erin Johnson

OFFICIAL TITLE OF SIGNER

Contracting Officer

*45 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 \$50,718.39 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: David Gutierrez
450 Golden Gate
3rd Floor East
San Francisco, CA 94102

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 (will be sent after Government executes this Supplemental Lease Agreement)

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

