

Supplemental Lease Agreement
Number 3

Lease Number: GS-09B-02636

Date: 1/24/12

150 Almaden Blvd., San Jose, CA 95113-2023

THIS AGREEMENT, made and entered into this date by and between PARK CENTER PLAZA INVESTORS, L.P.

whose address is 770 TOWNSHIP LINE ROAD
SUITE 150
YARDLEY, PA 19067-4231

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 an amended Notice to Proceed; incorporate and order additional Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of a portion of the tenant improvement costs which exceed the tenant improvement allowance.

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

Paragraphs 27, 28, and 29 are hereby added:

*27. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$1,426,968.23 inclusive of all management and architectural fees."

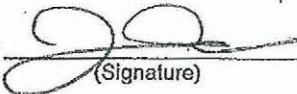
"28. The total cost for Tenant Improvements in the amount of \$1,426,968.23 exceeds the tenant improvement allowance of \$792,767.02 and will be paid by amortizing \$792,767.02 in the rent in accordance with Paragraph 17, and paying \$634,211.21 in a lump sum amount. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.11 of the Solicitation for Offers (SFO), incorporated and made a part of the lease, and 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 \$634,211.21 pursuant to Paragraph 29 herein. The Lessor hereby waives restoration as a result of all tenant improvements."

-Continued on Sheet 2-

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, PARK CENTER PLAZA INVESTORS, L.P.

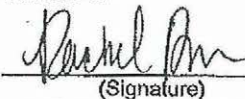
By


(Signature)

V.P.

(Title)

In Presence of


(Signature)

1801 Century Park East, Suite 1240 Los Angeles CA
(Address)

United States Of America, General Services Administration, Public Buildings Service.


(Signature)

LEASE CONTRACTING OFFICER
(Official Title)

SHEET NO. 1, IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. ~~TWO (2)~~ ^{THREE (3)} TO
LEASE # GS-09B-02636 JD

"29. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA PBS Real Estate Acquisition Division (9PRD)
Attention: Brenda Dang
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102-3434

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 SLA).

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: JP & BD
Lessor Government JD