

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE
AGREEMENT NO. 1

DATE ²³
2-16-2011

TO LEASE NO. GS-09B-02316

Address of Premises: 96 North Third Street San Jose, CA 95112

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

whose address is: 777 North First Street, Suite 600 San Jose, CA 95112

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

WHEREAS, the parties hereto desire to amend the Lease to expand the space and establish tenant improvement pricing.

NOW THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 1 and 17 are hereby deleted in their entirety, and the following are substituted therefore:

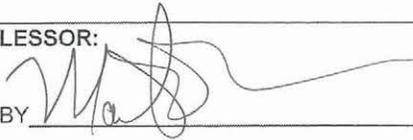
"1. The Lessor hereby leases to the Government the following described premises:
6,442 rentable square feet (r.s.f.), yielding approximately 5,752 ANSI/BOMA Office Area square feet and related space located on the 4th Floor (Suite 400) at Park Place Building, 96 North Third Street San Jose, Ca 95112, as depicted on the attached Proposed Floor Plan (Exhibit A), together with five (5) onsite structured parking spaces, to be used for such purposes as determined by the General Services Administration."

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 above date.

LESSOR:

BY



(Signature)

Managing Member

(Title)

IN THE PRESENCE OF (witnessed by:)

Mia Campbell

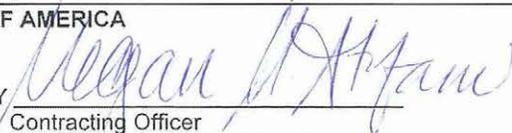
(Signature)

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

(Address)

UNITED STATES OF AMERICA

BY



Contracting Officer
General Services Administration

"17. TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Lessor shall provide Tenant Improvements at the Lessor's sole expense for the 5,023 rentable square feet offered in the initial lease agreement. No portion of the Tenant Improvement Allowance can be amortized in the rent payable to the Lessor except for tenant improvement costs exceeding the Tenant Improvement Allowance, provided that such costs are otherwise permitted under this Lease. Tenant improvement costs exceeding the Tenant Improvement Allowance shall be subject to a fee schedule as follows:

The Tenant Improvement Allowance shall include all the Lessor's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the Lessor's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

If it is anticipated that the Government will spend more than the allowance identified above, on the original 5,023 rentable square feet, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements.

The Tenant shall pay lump sum for Tenant Improvement costs, on the remaining 1,419 rentable square feet, upon completion and acceptance of the improvements."

INITIALS:  & 
LESSOR & GOVERNMENT