

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-09B-02873**

ADDRESS OF PREMISES

360 22nd Street
Oakland, CA 94612

THIS AGREEMENT, made and entered into this date by and between **Oakland 22nd Street Partners, LLC**
whose address is

7501 Wisconsin Avenue, Suite 200
Bethesda, MD 20814-6501

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 which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 6, 2012, as follows:

Section 7.04 paragraphs 1, 2, 3 and Exhibit A are hereby added:

"7.04 NOTICE TO PROCEED"

"1. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$1,041,456.00, inclusive of all management and architectural fees."

"2. The total cost for Tenant Improvements in the amount of \$1,041,456.00 exceeds the tenant improvement allowance by \$328,132.20. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$328,132.20 pursuant to Paragraph 3, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 1

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

FOR THE LESSOR:

Signature: [Signature]
Name: David Quigley
Title: Managing Director
Entity Name: Oakland 22nd Street Partners
Date: 8/13/2012

FOR THE GOVERNMENT:

Signature: [Signature]
Name: [Name]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/7/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA)
NO. 1 TO LEASE #GS-09B-02873**

"3. 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 \$328,132.20** 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 Peter.Shteyn@gsa.gov

GSA, Real Estate Division – San Francisco
Attention: Peter Shteyn
450 Golden Gate Avenue
3rd Floor East
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.