GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL LEASE AGGREMENT NO. 3	DATE January 18, 2012 *(For Government Use Only)*
	TO LEASE NO. GS-09B-**02316**	

Address of Premises: **96 North Third Street San Jose, CA 95112-7702**

THIS AGREEMENT, made and entered into this date by and between: **Park Place Venture**

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 establish beneficial occupancy.

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 4, 9 and 10 are hereby deleted in their entirety, and the following are substituted therefore.

"4. The Government may terminate the lease in whole or in part effective any time on or after December 5, 2016 giving 120 days' notice in writing to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing the day after the date of mailing."

"9. TO HAVE AND TO HOLD the Premises with their appurtenances, for the term beginning on December 6, 2011 continuing through December 5, 2021, subject to termination rights on or after December 5, 2016 as are hereinafter set forth."

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: Park Place Venture

BY _____ Managing Member
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

Mia Campbell _____ 777 N. 1st Street, #600 San Jose, CA 95112
(Signature) (Address)

UNITED STATES OF AMERICA

BY Megan M. Stefani
Megan Stefani, Contracting Officer
General Services Administration

SHEET NO. 1 ATTACHED HERETO AND MADE PART OF LEASE NO. GS-09B-02316

"10. The Government shall pay the Lessor annual rent as follows:

a) December 6, 2011 – December 5, 2016: $154,285.90 ($23.95 per rentable square foot per annum) at the rate of $12,857.15 per month in arrears.
   Shell Rent: $16.00 per rentable square foot
   Base operating rent: $7.95 per rentable square foot

b) December 6, 2016 – December 5, 2021: $170,713.00 ($26.50 per rentable square foot per annum) at the rate of $14,226.08 per month in arrears.
   Shell Rent: $18.55 per rentable square foot
   Base operating rent: $7.95 per rentable square foot

Rent for a lesser period shall be prorated. Rent shall be payable to:
Park Place Venture
777 North First Street, Suite 600
San Jose, CA 95112"

INITIAL: _____ & _____
LESSOR GOVERNMENT