GSA

GSA Public Buildings Service

| Supplemental Lease Agreement<br>Number 2 | | | |
|---|---|---|---|
| **Lease Number:** | GS-09B-02316 | **Date:** | September 16, 2011<br>*(For Government Use Only)* |
| 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 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.

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

Paragraph 1 is hereby deleted in its entirety and substituted therefore. Paragraphs 25, 26, 27 and 28 are hereby added:

"1. The Lessor hereby leases the premises to the Government described as follows:

**Block A**: A total of 2,860 rentable square feet (RSF) of office and relating space, yielding 2,554 ANSI/BOMA Office Area square feet located on the 4th floor of the building, together with two (2) structured, secured parking spaces.

**Block B**: A total of 3,582 rentable square feet (RSF) of office and relating space, yielding 3,198 ANSI/BOMA Office Area square feet located on the 4th floor, together with three (3) structured, secured parking spaces.

For a leased premises totaling 6,442 rentable square feet (RSF), yielding 5,752 ANSI/BOMA Office Area square feet together with five (5) structured, secured parking spaces, all of which are to be used for SUCH PURPOSES AS DETERMINED BY THE U.S. GENERAL SERVICES ADMINISTRATION."

**Continued on Sheet 1**

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

Lessor: **Park Place Venture**

By _____ (Signature) Managing Member (Title)

In Presence of

Jaime Mock (Signature) 777 N. First St., #600, San Jose, CA 95133 (Address)

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

Megan M. Stefani
Megan Stefani

CONTRACTING OFFICER
(Official Title)

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE # GS-09B-02316**

"25. 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 for Block A and B, as identified herein, at a total cost not to exceed $329,965.49, inclusive of all management and architectural fees."

"26. The total cost for Tenant Improvements for Block A and B, in the amount of $329,965.49, exceeds the agreed upon Tenant Improvement allowance of $219,493.22, paid by the Lessor. The Government hereby orders the excess balance in the amount of **$110,472.27**, allocated as follows:

**Block A**: $49,045.46 for construction costs exceeding the Tenant Improvement allowance.

**Block B**: $61,426.81 for construction costs exceeding the Tenant Improvement allowance.

The Lessor shall construct all Tenant Improvements in accordance with the Solicitation for Offers, 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 $110,472.27, pursuant to Paragraph 27, herein. The Lessor hereby waives restoration as a result of all improvements."

27. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $**110,472.27**, upon receipt of an original invoice.

Invoices must be submitted electronically to the following address: https://www.finance.gsa.gov/webvendors/LoginVend.aspx. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

GSA, Greater Southwest Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must first be provided to the Leasing Specialist at the following address:

General Services Administration
ATTN: Rachael V. Porter
450 Golden Gate Ave, 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 items delivered
GSA PDN # _____ (to be provided by GSA)."

"28. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

This lease upon execution contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease."

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

**Initials:** _____ & _____
**Lessor** **Gov**