

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. <u>GS-09P-LCA03326</u>
ADDRESS OF PREMISES 2105 South Bascom Road, Suite 310 Campbell, CA 95008-3271	PDN Number:

THIS AMENDMENT is made and entered into between
CRP Lincoln, LLC

whose address is: 1001 Pennsylvania Avenue, NW
Washington D.C. 20004-2505

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 for Construction, establish the Tenant Improvement Cost Overage, and provide for Lump Sum Payment of the Tenant Improvement Cost Overage.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government. In this regard, Paragraphs 7.07, 7.08, 7.09 and Exhibit A to Lease Amendment 1 consisting of the Construction SOW have been added to the Lease as follows:

"7.07. **Notice to Proceed:** Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed Construction (NTP) is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$33,759.33 inclusive of all management and architectural fees. In sum, the total project cost to date is \$333,759.33 and is allocated as follows: \$300,000.00 shall be amortized into the rental rate per Section 1.03 of the Lease, and \$33,759.33 shall be paid via lump sum per paragraph 2 of the Lease Amendment."

"7.08. **Tenant Improvement Cost Overage:** The total cost for the Tenant Improvements in the amount of \$333,759.33 exceeds the Tenant Improvement Allowance of \$300,000.00 and as such, the tenant improvement cost overage is \$33,759.33."

This Lease Amendment contains 2 pages.

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 below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: CRP Lincoln LLC

FOR THE GOVERNMENT:

Signature: _____

Name: James Philimosian

Title: Lease Contracting Officer
GSA, Public Buildings Service,

Date: 3/10/15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: VP Carolyn Brown

"3. Upon completion and Government acceptance of the premises, 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 \$33,759.33 shall be submitted electronically, via the GSA Finance website at <https://finance3.gsa.gov/webVendors>

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at: james.philliposian@gsa.gov

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 the GSA PS Number (will be sent after the Government executes this Lease Amendment)

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: OK & JP
LESSOR GOVT