

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 12
TO LEASE NO. GS-0913-02312

DATE 10/13/2015

ADDRESS OF PREMISES: 75 Hawthorne St
San Francisco, CA 94105

THIS AGREEMENT made and entered into this date by and between: Hawthorne Plaza Associates, L.L.C.

Whose address is: c/o Hines Interest
101 California, Suite 1000
San Francisco, CA 94111

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 formally accept phase one change orders.

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

Paragraphs 39 is hereby added to the Lease:

"39. Phase 2 Tenant Improvement Change Orders

In separate correspondence, the Government authorized the tenant improvement changes described in hereinafter. The total cost for these Tenant Improvement changes is for the firm amount of \$50,749.00. This brings the total Tenant Improvements to \$21,965,700.00. \$11,422,056.00 of the total amount of \$21,965,700.00 will be amortized into the rent as set forth in paragraph 15 of the SF-2. The Government hereby orders the balance of \$10,543,644.00.

1. Phase 1 Electrified Hardware (Security): [REDACTED]
2. 19th Floor Linoleum & Room Flip: [REDACTED]
3. Phase 3 Vendor Shop Drawing Changes: [REDACTED]
4. Phase 3 Additional Data Sleeves: [REDACTED]
5. 19th Floor Reception Area Floor Core Deletion <Credit>: [REDACTED]

Total Phase 3 Change Order T.I. amount: \$50,749.00"

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

LESSOR: Hawthorne Plaza Associates L.L.C, a Delaware limited liability company;
[REDACTED] ability company, its sole member

Ray Rothfelder
(Name)

Etiz Stegall
(Name)

Joel Gomez
NAME OF SIGNER

Page 2 of 2 Attached to and Made A Part of SLA #12 to Lease Number GS-09B-02312

Paragraph 29 is hereby deleted in its entirety and replaced with the following:

*29. Upon completion, inspection, acceptance of space, and receipt of an original invoice, the Government shall reimburse the Lessor in three separate installments: (1) \$3,817,307.69 PDN PS002885; (2) 196,890.00 PDN PS0030247 and (3) \$6,529,446.31 PDN PS0028857, totaling the amount of \$10,543,644.00.

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 be provided to the Contracting Officer at the following address:

General Services Administration
ATTN: Joel Gomez
50 United Nations Plaza, 2nd Floor
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 the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)**

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

INITIALS: LESSOR MR GOVT [Signature]