

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 3
TO LEASE NO. GS-09B-02312

DATE 4/24/14

ADDRESS OF PREMISES: 75 and 95 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 issue a Notice to Proceed and order tenant improvements 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 upon execution by the Government, as follows:

Paragraphs 28 and 29 are hereby added to the SF-2 of the Lease:

"28. In separate correspondence dated April 16, 2014, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$21,591,438.00, which was supported by the Tenant Improvements Price Proposal Addendum No. 1, dated April 9, 2014, and the Open Plan Drawing Package Price, dated April 9, 2014. \$11,422,056.00 of the total amount of \$21,591,438.00 will be amortized into the rent as set forth in paragraph 15 of the SF-2. The Government hereby orders the balance of \$10,169,382.00. The \$11,422,056.00 Tenant Improvements allowance was calculated by multiplying the \$56.53 per ANSI/BOMA Office Area square foot by the 202,053 ANSI/BOMA Office Area square feet. The remaining Tenant improvement allowance for the remaining 51,866 ANSI/BOMA Office Area square feet is \$2,931,985.00."

"29. Upon completion, inspection, acceptance of space, and receipt of an original invoice, the Government shall reimburse the Lessor in two separate installments: (1) \$3,817,307.62 PSN PS 0028855; and (2) \$6,352,074.38 PSN PS 0028857, totaling the amount of \$10,169,382.00.

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

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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:

limited liability company, its sole member

Ray Rothfelder
(Name)

Elizabeth Stegall
(Name)

GSA

Joel Gomez

NAME OF SIGNER

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 RG GOVT [Signature]