

Supplemental Lease Agreement
Number 01

Lease Number: GS-09B-02436

Date: September 13, 2011

ADDRESS OF PREMISES 301 Howard Street, Suite 1050
San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between: **W2007 HWD Realty, LLC**

whose notice address is: c/o Embarcadero Capital Partners, LLC
1301 Shoreway Road, Suite 250
Belmont, CA 94002

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 memorialize final Tenant Improvement (TI) costs effective July 1, 2011.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective

Paragraphs 3, 13, and 15 of the SF-2 are hereby deleted in their entirety and the following are substituted therefore:

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

- A. For November 8, 2010 through June 30, 2011, annual rent of \$279,736.32 (\$37.12 per rentable square foot) at the rate of \$23,311.36 per month in arrears. There will be no amortized tenant improvement component.

The rent consists of the following components:

- 1) Shell rate of \$28.32 per RSF per year
- 2) Base operating cost of \$8.80 per RSF per year

- B. For July 1, 2011 through November 7, 2015, annual rent of \$311,570.76 (\$41.34 per rentable square foot) at the rate of \$25,964.23 per month in arrears.

- 1) Shell rate of \$28.32 per RSF per year
- 2) Base operating cost of \$8.80 per RSF per year
- 3) Amortized Tenant Improvements of \$4.22 per RSF per year (\$208,816.00 amortized over 112 months at 8% interest.)

Continued on Attachment Sheet Number 1. Attached hereto and made a part hereof

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

Lessor, W2007 HWD Realty LLC, a Delaware limited liability company

By
(Signature)

(Title)

In Presence of

(Signature)

(Address)

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

(Signature)

Megan Stefani

Contracting Officer

C. For November 8, 2015 through October 31, 2020, annual rent of \$337,763.52 (\$44.82 per rentable square foot) at the rate of \$28,146.96 per month in arrears.

- 1) Shell rate of \$31.80 per RSF per year
- 2) Base operating cost of \$8.80 per RSF per year
- 3) Amortized Tenant Improvements of \$4.22 per RSF per year (\$202,648.00 amortized over 112 months at 8% interest.

D. For November 1, 2020 through November 7, 2020, annual rent of \$305,961.60 (\$40.60 per rentable square foot) at the rate of \$25,496.80 per month in arrears. There will be no amortized Tenant Improvement component during this period.

- 1) Shell rate of \$31.80 per RSF per year
- 2) Base operating cost of \$8.80 per RSF per year

E. Rent for a lesser period shall be pro-rated

F. Rent shall be payable to: **W2007 HWD Realty, LLC**

**6036 Paysphere Circle
Chicago, IL 60605**

"13. 24 Hour Rooms: The Overtime Usage rate specified in paragraph 12 of the SF-2 shall not apply to any portion of the Premises (i.e. the ADP room), that is required to have heating and cooling 24 hours per day as specified by the lease. The charges for heating, cooling and maintenance of these areas shall be provided at the rate of \$0.25 per hour after "Normal Hours."

"15. BuildingSpecificSecurityCosts: In consulting with FPS, and since the Premises is located on the 10th floor of a high rise building; the requirement for shatter resistant window film has been waived.

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

