

**Supplemental Lease Agreement**
Number 009

Lease Number: GS-09B-02477

Date:

February 6, 2012

ADDRESS OF PREMISES 100 First Street
San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between: **Kilroy Realty, L.P., a Delaware limited partnership** whose address is: 12200 West Olympic Blvd., Ste. 200, Los Angeles, CA 90064

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 establish occupancy as of June 1st, 2011.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to establish occupancy of floors 18 to 21, 23, and 24:

Paragraphs 9 and 10 are hereby deleted in their entirety and the following substituted therefore.

"9. TO HAVE AND TO HOLD the premises with their appurtenances beginning on June 1st, 2011 through June 17th, 2026, subject to termination rights as may be hereinafter set forth. (Block A beginning on June 1st, 2011 through May 31st, 2026 and Block B beginning on June 18th, 2011 through June 17th, 2026)

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

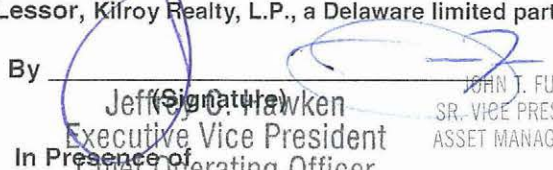
- From June 1st, 2011 to April 30th, 2012, free rent.
- From May 1st, 2012 through May 17th, 2012, annual rent of \$2,473,024.00 at the rate of \$206,085.33 per month in arrears. (Consisting of Block A for an annual rent of \$2,473,024.00)
- From May 18th, 2012 through May 31st, 2015, annual rent of \$2,881,670.35 at the rate of \$240,139.20 per month in arrears. (Consisting of Block A for an annual rent of \$2,473,024.00 and Block B for an annual rent of \$408,646.35)
- From June 1st, 2015 through June 17th, 2015, annual rent of \$2,954,406.35 at the rate of \$246,200.53 per month in arrears. (Consisting of Block A for an annual rent of \$2,545,760.00 and Block B for an annual rent of \$408,646.35)
- From June 18th, 2015 through May 31st, 2018, annual rent of \$2,965,347.35 at the rate of \$247,112.28 per month in arrears. (Consisting of Block A for an annual rent of \$2,545,760.00 and Block B for an annual rent of \$419,587.35)

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, Kilroy Realty, L.P., a Delaware limited partnership

By


Jeffrey C. Hawken
Executive Vice President
Chief Operating Officer

JOHN J. FUCCI
SR. VICE PRESIDENT
ASSET MANAGEMENT

KILROY REALTY CORPORATION
12200 W. Olympic Boulevard, Suite 200
Los Angeles, California 90064

(Signature)

(Address)


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

(Signature)

Peter Shteyn
Contracting Officer

**SHEET NUMBER 1 Attached to Supplemental Lease Agreement Number 009 and made a part of US Government Lease GS-09B-02477**

- From June 1st, 2018 through June 17th, 2018, annual rent of \$3,110,819.35 at the rate of \$259,234.95 per month in arrears. (Consisting of Block A for an annual rent of \$2,691,232.00 and Block B for an annual rent of \$419,587.35)
- From June 18th, 2018 through May 31st, 2021, annual rent of \$3,117,931.00 at the rate of \$259,827.58 per month in arrears. (Consisting of Block A for an annual rent of \$2,691,232.00 and Block B for an annual rent of \$426,699.00)
- From June 1st, 2021 through June 17th, 2021, annual rent of \$3,263,403.00 at the rate of \$271,950.25 per month in arrears. (Consisting of Block A for an annual rent of \$2,836,704.00 and Block B for an annual rent of \$426,699.00)
- From June 18th, 2021 through May 31st, 2024, annual rent of \$3,285,285.00 at the rate of \$273,773.75 per month in arrears. (Consisting of Block A for an annual rent of \$2,836,704.00 and Block B for an annual rent of \$448,581.00)
- From June 1st, 2024 through June 17th, 2024, annual rent of \$3,430,757.00 at the rate of \$285,896.42 per month in arrears. (Consisting of Block A for an annual rent of \$2,982,176.00 and Block B for an annual rent of \$448,581.00)
- From June 18th, 2024 through May 31st, 2026, annual rent of \$3,452,639.00 at the rate of \$287,719.92 per month in arrears. (Consisting of Block A for an annual rent of \$2,982,176.00 and Block B for an annual rent of \$470,463.00)
- From June 1st, 2026 through June 17th, 2026, annual rent of \$470,463.00 at the rate of \$39,205.25 per month in arrears. (Consisting of Block B for an annual rent of \$470,463.00)

Block A consists of the following: shell rent of 0 for months 1 to 11, \$19.74/RSF for months 12 to 48, \$20.74/RSF for year 5 through year 7, \$29.45/RSF for year 8 through year 10, \$31.45/RSF for year 11 through year 13, and \$33.45/RSF for year 14 through year 15. Base operating rent of \$7.55 and TI of \$6.71.

Block A Annual rent is as follows:

- From June 1st, 2011 to through May 31st, 2015, annual rent of \$2,473,024.00. Months 1 to 11 are rent free.
- From June 1st, 2015 through May 31st, 2018, annual rent of \$2,545,760.00.
- From June 1st, 2018 through May 31st, 2021, annual rent of \$2,691,232.00.
- From June 1st, 2021 through May 31st, 2024, annual rent of \$2,836,704.00.
- From June 1st, 2024 through May 31st, 2026, annual rent of \$2,982,176.00.

Block B consists of the following: shell rent of 0 for months 1 to 11, \$21.74/RSF for months 12 to 48, \$22.74/RSF for year 5 through year 7, \$31.45/RSF for year 8 through year 10, \$33.45/RSF for year 11 through year 13, and \$35.45/RSF for year 14 through year 15. Base operating rent of \$7.55 and TI of \$8.06.

Block B Annual rent is as follows:

- From June 18th, 2011 through June 17th, 2015, annual rent of \$408,646.35. Months 1 to 11 are rent free.
- From June 18th, 2015 through June 17th, 2018, annual rent of \$419,587.35.
- From June 18th, 2018 through June 17th, 2021, annual rent of \$426,699.00.
- From June 18th, 2021 through June 17th, 2024, annual rent of \$448,581.00.
- From June 18th, 2024 through June 17th, 2026, annual rent of \$470,463.00.

Rent for a Lessor period shall be prorated. Rent shall be payable to:

Kilroy Realty, L. P.
12200 W. Olympic Blvd., Suite 200
Los Angeles, CA 90064
Attn: Heather Moore"

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