

**Supplemental Lease Agreement  
Number 7**

**Lease Number:** GS-09B-02477 **Date:** November 28, 2011

100 First St., 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 memorialize the final the final tenant improvement costs of "Block A" and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

**THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

**Paragraphs 31, 32, and 33 are hereby deleted in their entirety and the following substituted therefore. Paragraphs 37 and 38 are added.**

**"31. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the [redacted] Space located on floors 18-21 and 24 known as "Block A" is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein as Exhibit "F", at a total cost not to exceed \$4,315,939.23 inclusive of all management and architectural fees."

**"32.** The total cost for Tenant Improvements in the amount of \$4,315,939.23 exceeds the tenant improvement allowance of \$2,609,251.49 (43.49/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$1,706,687.74. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.13F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,706,687.74 pursuant to Paragraph 33, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 1

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

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

By

(Signature)

JOHN T. FUGGI  
SR. VICE PRESIDENT  
ASSET MANAGEMENT

(Title)

In Presence of

Jeffrey C. Hawken  
Executive Vice President  
Chief Operating Officer  
(Signature)

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

(Address)

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

(Signature)

Peter Shteyn  
(Contracting Officer)



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)  
NO. 7 TO LEASE #GS-09B-02477**

"33. Upon completion and acceptance of Tenant Improvements identified herein, 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 \$1,706,687.74** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division  
Attention: Eric Johnson  
450 Golden Gate  
3<sup>rd</sup> Floor East  
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)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

**"37. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of the Security Improvements at a total cost not to exceed \$258,150.52, inclusive of all management and architectural fees. The Lessor hereby waives restoration as a result of all improvements."

"38. Upon completion and acceptance of Security Improvements identified herein, 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 \$258,150.52** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division  
Attention: Eric Johnson  
450 Golden Gate  
3<sup>rd</sup> Floor East  
San Francisco, CA 94102

A proper invoice must include the following:

Initials:  & 





Service

GSA Public Buildings

- 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)

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  &   
Lessor Government