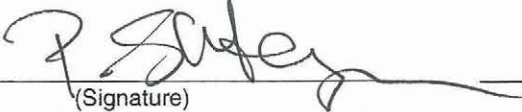


Supplemental Lease Agreement Number 5			
Lease Number:	GS-09B-02477	Date:	March 17, 2011
100 First St., San Francisco, CA 94105			
<p>THIS AGREEMENT, made and entered into this date by and between Kilroy Realty, L.P., a Delaware limited partnership whose address is: 12200 West Olympic Blvd., Ste. 200, Los Angeles, CA 90064</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements for "Block B" which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p>THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p>			
<p>Paragraphs 34, 35, and 36 are hereby added:</p> <p>"34. 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 floor 23 known as "Block B" is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein as Exhibit "E", at a total cost not to exceed \$756,623.91 inclusive of all management and architectural fees."</p> <p>"35. The total cost for Tenant Improvements in the amount of \$756,623.91 exceeds the tenant improvement allowance of \$351,286.37 (43.49/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$405,337.54. 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 \$405,337.54 pursuant to Paragraph 36, herein. The Lessor hereby waives restoration as a result of all improvements."</p> <p style="text-align: center;">Continued on Sheet 1</p>			
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Lessor, Kilroy Realty, L.P., a Delaware limited partnership</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>By _____ (Signature)</p> <p>In Presence of _____ (Signature)</p> </div> <div style="width: 50%;"> <p>Jeffrey C. Hawken Executive Vice President Chief Operating Officer</p> <p>_____ (Title)</p> <p>Tyler H. Rose Executive Vice President Chief Financial Officer</p> <p>_____ (Signature)</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p>12200 W. Olympic Blvd., Suite 200 Los Angeles, CA 90064</p> <p>_____ (Address)</p> </div> <div style="width: 50%;"> <p>United States Of America, General Services Administration, Public Buildings Service.</p> <p> (Signature)</p> <p>Peter Shteyn (Contracting Officer)</p> </div> </div>			



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)
NO. 5 TO LEASE #GS-09B-02477**

"36. 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 \$405,337.54** 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

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



GSA, Real Estate Division
Attention: Eric Johnson
450 Golden Gate
3rd 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."

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

Initials:  & 
Lessor Government