

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.
8

TO LEASE NO.
GS-09B-02491

DATE
MARCH 5, 2012

PAGE
1 of 2

ADDRESS OF PREMISES
333 Bush Street, San Francisco, CA 94104

THIS AGREEMENT, made and entered into this date by and between **BREF 333, LLC**

Whose address is: 200 Vesey Street, 10th Floor
New York, NY 10281-1021

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 provide for alterations to the lease premises.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective the date of Government execution, as follows:

Paragraphs 40, 41, and 42 are hereby incorporated into and made part of the lease.

"40. Alteration of Office Space: The Lessor shall provide all labor, materials and equipment to install the Above Standard Items as shown on Exhibit "G" Brookfield's January 24, 2012 quote for the elevator lobbies (floors 4, 5 and 6) and 6th floor feature wall signage. This amount includes all construction management fees. Total cannot exceed

Continued on Sheet 1

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

LESSOR

SIGNATURE

NAME OF SIGNER

ROBERT E. DEZZI

ADDRESS

601 S. Figueroa #2200 Los Angeles CA 90017

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

JOHN INDERI

ADDRESS

601 S. Figueroa #2200 Los Angeles CA 90017

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER,
EILEEN KHANLOO

OFFICIAL TITLE OF SIGNER
CONTRACTING OFFICER

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 8 TO LEASE #GS-09B-02491

\$9,322.28 without express written Government approval. The Lessor agrees to provide labor, material, and equipment to complete the additional Tenant Improvement to the lease premises as spelled out on Lessor's January 24, 2012 quote (Exhibit G" to SLA No. 8). Such alterations should be completed no later than March 30, 2012."

"41. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a Lump Sum Payment in the amount of \$9,322.28 pursuant to Paragraph 42, herein. The Lessor hereby waives restoration as a result of all improvements."

"42. 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** \$9,322.28 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. 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 Lease Contracting Officer at:

GSA Real Estate Acquisition Division
Attention: Eileen Khanloo
450 Golden Gate Avenue, 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 (PS Number to follow)

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: RFD & EK
Lessor Government