

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.  
1

TO LEASE NO.  
GS-09B-02491

DATE  
11/01/10

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**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: Three World Financial Center  
200 Vesey Street, 10<sup>th</sup> 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 ANSI/BOMA Office Area square feet of expansion space.

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

Paragraphs 1 and 10 are deleted in their entirety and replaced with the following Paragraphs 1 and 10.

"1. The Lessor hereby leases to the Government the following described premises:

58,848 rentable square feet (r.s.f.), yielding approximately 49,608 ANSI/BOMA Office Area square feet and related space located on floors: 4, 5, and 6 in their entirety; and the North and East portion of the 7<sup>th</sup> floor at the 333 Bush Building located at 333 Bush Street, San Francisco, CA 94104 together with 1,000 square feet of storage space located in the basement mezz and fourteen (14) onsite structured valet parking spaces, as depicted on the attached Floor Plan (Exhibit "B") (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

This additional expansion space as described above shall not allow the Lessor any additional time for the Tenant Improvement build-out of the space.

The balconies on the floors 4 and 6 are for the Government's sole use subject to Lessor's access for maintenance, cleaning, and emergency. The Lessor has agreed that furnishings can be placed on the 4<sup>th</sup> and 6<sup>th</sup> floor balconies, and the furnishing type is subject to the Lessor's approval."

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

For months 1 through 9, annual rent of \$195,963.84 at the rate of \$16,330.32 per month in arrears.

For months 10 through 36, annual rent of \$1,786,199.62 at the rate of \$148,849.97 per month in arrears.

For months 37 through 60, annual rent of \$1,903,895.62 at the rate of \$158,657.97 per month in arrears.

For months 61 through 84, annual rent of \$1,903,732.80 at the rate of \$158,644.40 per month in arrears.

For months 85 through 120, annual rent of \$ 2,080,276.80 at the rate of \$173,356.40 per month in arrears.

|                         | Months 1 - 9   |                              | Months 10 - 36 |                              | Months 37 - 60 |                              | Months 61 - 84 |                              | Months 85 - 120 |                              |
|-------------------------|----------------|------------------------------|----------------|------------------------------|----------------|------------------------------|----------------|------------------------------|-----------------|------------------------------|
|                         | Annual<br>Rent | Annual<br>Rate<br>per<br>RSF | Annual<br>Rent | Annual<br>Rate<br>Per<br>RSF | Annual<br>Rent | Annual<br>Rate<br>Per<br>RSF | Annual<br>Rent | Annual<br>Rate<br>Per<br>RSF | Annual<br>Rent  | Annual<br>Rate<br>Per<br>RSF |
| Shell<br>Rental<br>Rate | \$195,963.84   | \$3.33                       | \$473,137.92   | \$8.04                       | \$590,833.92   | \$10.04                      | \$1,220,507.52 | \$20.74                      | \$1,397,051.52  | \$23.74                      |
| T.I.<br>Rental<br>Rate  | \$0.00         | \$0.00                       | \$629,836.42   | \$10.70                      | \$629,836.42   | \$10.70                      | \$0.00         | \$0.00                       | \$0.00          | \$0.00                       |
| Op<br>Cost              | \$0.00         | \$0.00                       | \$683,225.28   | \$11.61                      | \$683,225.28   | \$11.61                      | \$683,225.28   | \$11.61                      | \$683,225.28    | \$11.61                      |
| Full<br>Svc<br>Rate     | \$195,963.84   | \$3.33                       | \$1,786,199.62 | \$30.35                      | \$1,903,895.62 | \$32.35                      | \$1,903,732.80 | \$32.35                      | \$2,080,276.80  | \$35.35                      |

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

BREF 333 LLC  
c/o Brookfield Properties  
Three World Financial Center  
200 Vesey Street, 10<sup>th</sup> Floor  
New York, NY 10281-1021"

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

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

LESSOR

SIGNATURE

NAME OF SIGNER

ADDRESS

601 South Figueroa #2200 Los Angeles CA 90017

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

601 South Figueroa #2200 Los Angeles CA 90017

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER,  
PETER SHTEYN

OFFICIAL TITLE OF SIGNER  
CONTRACTING OFFICER