

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.
3

TO LEASE NO.
GS-09B-02491

DATE
July 15, 2011

PAGE
1 of 3

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, 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 modify the annual rent; issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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:

Paragraph 10 is deleted in its entirety and replaced with the following Paragraph 10. Paragraphs 28, 29, and 30 are hereby added:

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. DeCorti

ADDRESS

601 South Figueroa #2200 Los Angeles CA 90017

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

John Indelli

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

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-02491

"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 \$1,791,058.92 at the rate of \$149,254.91 per month in arrears.

For months 37 through 60, annual rent of \$1,908,754.92 at the rate of \$159,062.91 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 Rent	Annual Rate per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF
Shell Rental 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. Rental Rate	\$0.00	\$0.00	\$634,695.72	\$10.79	\$634,695.72	\$10.79	\$0.00	\$0.00	\$0.00	\$0.00
Op 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 Svc Rate	\$195,963.84	\$3.33	\$1,791,058.92	\$30.44	\$1,908,754.92	\$32.44	\$1,903,732.80	\$32.35	\$2,080,276.80	\$35.35

"28. 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 Tenant Improvements, as identified herein as Exhibit "C", at a total cost not to exceed \$2,957,862.11, inclusive of all management and architectural fees."

"29. The total cost for Tenant Improvements in the amount of \$2,957,862.11 exceeds the tenant improvement allowance of \$2,608,516.56, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$349,345.55. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.10.F of the Solicitation for Offers, incorporated and made 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 \$349,345.55 pursuant to Paragraph 30, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 2

Initials: REO & PS
Lessor Government

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-02491

"30. 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 \$349,345.55** 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 Leasing Specialist 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 (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: REN & PS
Lessor Government