

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 10	TO LEASE NO. GS-09B-02491	DATE <i>FEBRUARY 28, 2012</i>	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 Lump Sum Payment for the approved Change Orders for Tenant Improvement to the leased premises.

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

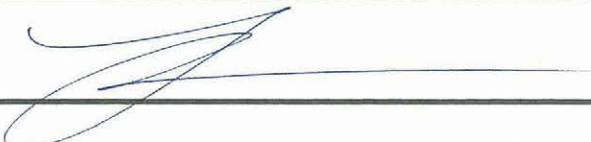
Paragraphs 46, 47, and 48 are hereby incorporated into and made part of the lease.

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. DeLuhi

ADDRESS

601 S. Figueroa #2200 - Los Angeles CA 90017

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

JOHN INSURI

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. 10 TO LEASE #GS-09B-02491

"46. Following a Government review of the submitted Change Order Requests as identified on Exhibit "I", the Government has determined that the submitted Change Order numbers 1 through 11, 13, 14, 16, 20, 21, 24, 27 through 31, and Architectural Fee for Art Signage of [REDACTED] are fair and reasonable. These Change Orders and Architectural Fee for Art Signage of [REDACTED] as identified on Exhibit "I" are for a total cost **not to exceed** \$60,566.56 inclusive of all construction management and architectural fees. Total cannot exceed \$60,566.56 without express written Government approval."

"47. The Lessor has completed all labor, materials and equipment to install the additional Tenant Improvement identified herein to the lease premises as shown on Exhibit "I". The Government has inspected and accepted these Tenant Improvements. The Government shall reimburse the Lessor in a Lump Sum Payment in the amount of \$60,566.56 pursuant to Paragraph 48, herein. The Lessor hereby waives restoration as a result of all improvements."

"48. 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** \$60,566.56 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: REI & elb
Lessor Government