

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 11

DATE 8/18/15

TO LEASE NO. GS-09B-02312

ADDRESS OF PREMISES: 75 Hawthorne St
San Francisco, CA 94105

THIS AGREEMENT made and entered into this date by and between: Hawthorne Plaza Associates, L.L.C.

Whose address is: c/o Hines Interest
101 California, Suite 1000
San Francisco, CA 94111

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 add a new program of requirements for the sixth and seventh floor of the lease and to issue a notice to proceed with design for the sixth and seventh floor.

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

Paragraph 36, 37 and 38 are hereby added to the Lease:

"36. Sixth and Seventh Floor – [REDACTED] Program of Requirements:

- A. The [REDACTED] [REDACTED] Special Space Requirements (Exhibit A of SLA 11) also referred to as "[REDACTED] Program of Requirements" and the [REDACTED] Design Intent Drawing (Exhibit B of SLA 11) are hereby added to the lease.
- B. The Lessor shall prepare Construction Documents ("CDs") and build out the tenant space on the sixth and seventh floors of the Premises in accordance with Exhibit A and Exhibit B of this SLA. Further, the CDs shall be prepared in accord with the Government's DID Clarification Response dated June 23, 2015 and attached hereto as Exhibit C.
- C. When conflicts occur, the order of precedence is as follows: 1) [REDACTED], including the Government's DID Clarification Response referenced in Paragraph B above, 2) [REDACTED] Special Space Requirements, and 3) SFO.
- D. The construction is planned to occur during the fifth phase of construction and subsequent to the completion of the CDs. Before or simultaneous to the Government's issuance of a Notice to Proceed for construction, the parties shall mutually agree to a construction schedule and such schedule shall be memorialized in an SLA to the Lease. Further, the parties agree that the aforementioned mutually agreed to schedule shall replace and supersede the Phase 5 placeholder found in the schedule included in SLA 4 (Exhibit 2 of SLA 4). The design and pre-construction phase schedule is attached hereto as Exhibit D.
- E. The 6th and 7th floors represent 40,206 rentable square feet yielding approximately 36,144 ANSI/BOMA Office Area square feet. The tenant improvement allowance for this phase of work shall be \$56.53 per ANSI/BOMA Office Area thereby representing a tenant improvement allowance of \$2,043,220.32."

Continued on Page 2 of 2.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Hawthorne Plaza Associates L.L.C. a Delaware limited liability company:

[REDACTED] Hawthorne Plaza Associates L.L.C. a Delaware limited liability company, its sole member

Ray Rothfelder
(Name)

Aurora Flores
(Name)

Joel Gomez

GSA

NAME OF SIGNER

"37. Notice to Proceed with Design:

A Notice to Proceed ("NTP") is hereby issued for the design and pre-construction services for the [REDACTED] space. The cost of these services shall be for the firm-fixed price of \$550,444.00 inclusive of all architectural, engineering and management fees for design and pre-construction services and the Government has determined this pricing to be fair and reasonable. The Lessor shall design all Tenant Improvements in accordance with Exhibit A, Exhibit B, and Exhibit C, attached hereto, and all other applicable terms and conditions of the lease. The cost for the design shall be deducted from the tenant improvement allowance associated with the sixth and seventh floors. Value engineering or schedule changes caused by the Government are not included in the firm-fixed price and any such changes will be the responsibility of the Government."

"38. Security and IT Systems

Subsequent to the installation of any security or information technology equipment, the Lessor shall not be responsible for its operation, maintenance, repair and replacement. Notwithstanding the foregoing, the Lessor shall remain responsible for security and IT systems repairs covered by the construction general contractor and sub-contractor's warranty during the initial warranty period. If a repair is determined to not be covered by the warranty, the Government shall be responsible for the repair."

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

Initials:

Government  Lessor 