

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 4

DATE
9/22/2014

TO LEASE NO. GS-09B-02312

ADDRESS OF PREMISES: 75 Hawthorne Street
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 memorialize mutually agreed upon clarifications of discrepancies between the SFO, Program of Requirements, and the 100% Construction Documents dated October 28, 2013, as amended.

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 30 is hereby added to the SF-2 of the Lease:

"30. The following clarifications are incorporated into the Lease:

- A. Each Exhibit referenced in this Paragraph is hereby attached to and made a part of the Lease.
- B. The security procedure/control provisions of Exhibit 1 of this SLA 4 - "Clarification of Lease Security Issues" - clarify the Lease's other security procedure/control provisions.
- C. The project will be constructed in five (5) phases, and the Government will occupy the leased premises incrementally with each phase. Exhibit 2 of this SLA 4 constitutes the milestone schedule for each phase. The design for Phase 5, which constitutes Floors 1, 2, 6, and 7, is not yet complete; however, the Government hereby accepts the Phase 5 open plan price credit as set forth in the Open Plan Drawing Package Price, dated April 9, 2014, to be included with the Lessor's price proposal for Phase 5, and will not require the Phase 5 open plan price credit to be updated. Rent commencement for each phase and the commencement date of the firm term will be determined in accordance with General Clause 12 of GSA Form 3517B, attached to and made a part of the Lease. Notwithstanding anything to the contrary set forth in the Lease, including but not limited to SF-2 Paragraph 29, as amended by SLA 5 dated August 12, 2014, upon the Government's acceptance of each phase, the Lessor may invoice the Government for any Tenant Improvement Allowance overage attributable to that phase, and the Government shall pay such invoice in accordance with General Clause 23 of GSA Form 3517B. In addition, the phrase "acceptance of the work" in General Clause 23(a)(2)(ii) shall mean acceptance of the specific phase for which the Lessor is invoicing the Government for the Tenant Improvement Allowance overage attributable to that phase.
- D. The telecommunications point of entrance, riser, and distribution layout are established in accordance with Exhibit 3 of this SLA 4 - "EPA R9: Telecommunications Riser and Distribution - Rev. 1" and "Proposed plan for EPA Riser (Landlord Scope)".

Continued in Page 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] a Delaware limited liability company, its sole member

Ray Rothfelder
(Name)

IN THE PRESENCE OF (witnessed by):

Elizabeth Stegal
(Name)

UNITED STATES OF AMERICA

BY [Redacted]

SA

Joel Gomez
NAME OF SIGNER

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- E. The Government accepts that the Lessor will provide to the Government the design-build fire protection drawings and fire alarm drawings for each phase of the Tenant Improvements within five (5) working days of the Lessor's receipt of such drawings as and when approved by the City of San Francisco, which approval may or may not occur on a phase by phase basis in the City of San Francisco's sole discretion. The Government reserves the right to review these drawings and may issue comments regarding any deviation(s) between these drawings and the Lease requirements. If the Government identifies any actual deviation(s) between these drawings and the Lease requirements, the Lessor will amend these drawings to comply with the Lease Requirements.
- F. The Government will accept the City of San Francisco's standard documentation that permits building occupancy, as certified by the Lessor's architect, in lieu of a "Certificate of Occupancy" as referenced in SFO Paragraph 3.20.G because the Authority Having Jurisdiction - the City of San Francisco - does not provide a "Certificate of Occupancy". The Lessor will comply with the other requirements of SFO Paragraph 3.20.G.
- G. Vestibules at public entrances and exits are not required.
- H. The Lessor has chosen to adhere to the flush out procedure as described in SFO Paragraph 4.4.F.1 in lieu of IAQ testing as described in SFO Paragraph 4.4.F.2.
- I. The ceiling heights on floor 11 in the Design Intent Drawing sheet A2. 11-3 dated December 17, 2012, are approved as shown in Exhibit 4 of this SLA 4.
- J. The STC rating requirements for partitions do not apply to walls with door and sidelight assemblies in spaces other than the conference center, the training center, and the main conference room for each floor.
- K. Water bottle filling stations will be provided in the Government's break rooms in lieu of drinking fountains as described in comment number 17.b. in Exhibit 5 of this SLA 4 - "DID Clarification Requests". The Lessor will meet all local code requirements.
- L. Code compliant restroom layouts and fixture counts will be provided as described in Exhibit 6 of this SLA 4 - Interior Architect's "A-1 Typical Restroom Plan without Drinking Fountain".
- M. Janitor closets will be provided in accordance with the response to MAP Comment 1.927 of the "Construction Document Review Comments" dated October 23, 2013, and the "EPA - Hawthorne Plaza, Janitor Service Sinks" Memorandum dated October 5, 2012, both of which documents comprise Exhibit 7 of this SLA 4.
- N. The Government's HVAC zone control square footage requirements have been altered for value engineering purposes as reflected in VE Item ME-1 of Exhibit 8 of this SLA 4 - "Value Engineering Items for Implementation".
- O. The telecommunications closets will be provided in accordance with the Government's Design Intent Drawings. dated August 6, 2012.
- P. The Government's cable tray requirements will be provided in accordance with VE Item ME-9 of Exhibit 8 of this SLA 4 - "Value Engineering Items for Implementation".
- Q. The Government's electrical circuiting and isolated grounding requirements for systems furniture will be provided in accordance with VE Items ME-7 and ME-8 of Exhibit 8 of this SLA 4 - "Value/Engineering Items for Implementation".
- R. The Government's interior lighting level requirements will be provided in accordance with VE Items L-1 and L-2 of Exhibit 8 of this SLA 4 - "Value/Engineering Items for Implementation".
- S. The security background checks for construction personnel will be conducted in accordance with Exhibit 9 of this SLA 4 - "Security Processing of Hines Contractor Personnel". This document will only apply to the initial construction prior to substantial competition. After the Government accepts the space, the Government may require contractors to be escorted by the Government.. The Government will cover the cost of its escorts.
- T. Outdoor air intakes will be provided in accordance with Exhibit 10 of this SLA 4 - "Capital Improvements - Secure HVAC: Outdoor Air Intake EPA Region 9 Headquarters - 75 Hawthorne Street".
- U. Secure HVAC requirements will be satisfied in accordance with Exhibit 11 of this SLA 4 - "SFO: EPA Secure HVAC Requirements - 75 Hawthorne Street".
- V. [REDACTED] and loading dock requirements will be satisfied in accordance with Exhibit 12 of this SLA 4 - "Basis of Design - Physical Security Upgrades" with no requirement to provide an overhead door at the edge of the loading dock landing.

INITIALS: LESSOR PP GOVT [Signature]

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W. The Government hereby removes the Fitness Center requirements from the Lease.

X. The Government hereby removes the Child Care Center requirements from the Lease.”

All other terms and conditions of the Lease shall remain in full force and effect. To the extent any term or provision of this SLA expressly contradicts another term or provision of this Lease, the applicable term or provision of this SLA will control.

INITIALS: LESSOR PE GOVT [Signature]