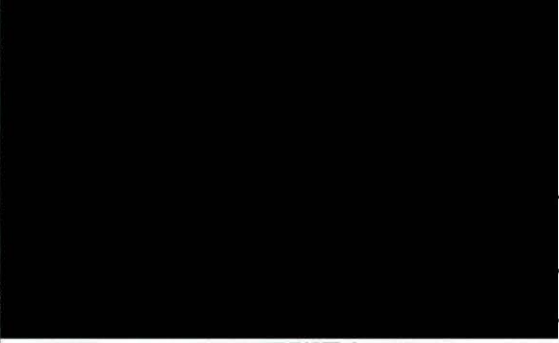


<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</p>	<p align="center">SUPPLEMENTAL AGREEMENT No. 6</p>	<p>DATE <u>6/15/14</u></p>
<p>TO LEASE NO. GS-09B-02312</p>		
<p>ADDRESS OF PREMISES: 75 Hawthorne St San Francisco, CA 94105</p>		
<p>THIS AGREEMENT made and entered into this date by and between: Hawthorne Plaza Associates, L.L.C.</p>		
<p>Whose address is: c/o Hines Interest 101 California, Suite 1000 San Francisco, CA 94111</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p>		
<p>WHEREAS, the parties hereto desire to amend the above Lease to formally accept change order #1, #2, and #3 as well as order tenant improvements which exceed the tenant improvement allowance.</p>		
<p>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:</p>		
<p>Paragraphs 29 and 31 of SLA 5 are deleted in their entirety and replaced with the following paragraph 29 and 31 therefor:</p>		
<p>"31. The Government accepts change order #1 dated 6/6/2014 (anchor bolt removal) for the firm amount of [REDACTED] and change order #2 dated 7/17/14 and revised 8/8/14 (security package phase 1A Enhanced) for the firm amount of [REDACTED]. The Government also accepts change orders #3 dated 8/26/14 (Server Room Cabinet Accessories) for the firm amount [REDACTED]. This brings the total Tenant Improvements to \$21,799,413.00. \$11,422,056.00 of the total amount of \$21,799,413.00 will be amortized into the rent as set forth in paragraph 15 of the SF-2. The Government hereby orders the balance of \$10,377,357.00."</p>		
<p>Continued in Page 2</p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: Hawthorne Plaza Associates L.L.C. a Delaware limited liability company;</p>		
	<p>ability company, its sole member</p>	
	<p><u>Ray Kothfelder</u> (Name)</p>	
	<p><u>Liz Stegall</u> (Name)</p>	
<p><u>Joel Gomez</u> NAME OF SIGNER</p>		

Page 2 of 2 Attached to and Made A Part of SLA #5 to Lease Number GS-09B-02312

*29. Upon completion, inspection, acceptance of space, and receipt of an original invoice, the Government shall reimburse the Lessor in three separate installments: (1) \$3,817,307.69 PSN PS 002885; (2) 196,890.00 PSN PS ~~002885~~ and (3) \$6,363,159.31 PSN PS 0028857, totaling the amount of \$10,377,357.00.

Invoices must be submitted electronically to the following address:

<https://www.finance.gsa.gov/webvendors/LoginVend.aspx>

If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

GSA, Greater Southwest Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
ATTN: Joel Gomez
50 United Nations Plaza, 2nd Floor
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)

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

INITIALS: LESSOR GOVT

Handwritten initials in blue ink. The LESSOR initials are 'JC' and the GOVT initials are a stylized signature.