



**Lease Amendment  
Number 005**

**Lease Number:** GS-09B-02741

**Date:** December 7, 2012

**ADDRESS OF PREMISES** 901 Market Street  
San Francisco, CA 94103-1729

THIS AGREEMENT, made and entered into this date by and between: **Hudson 901 Market LLC**

whose address is: 11601 Wilshire Blvd., Suite 1600  
Los Angeles, CA 90025

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, to amortize tenant improvement costs for the [redacted] and the [redacted] into Block A.

**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:

Paragraphs 3, 4, and 15 are hereby deleted in their entirety and the following substituted therefore.

"3. The Government shall pay the Lessor an annual rent of:

- From 08/01/2011 through 04/15/2012: An annual rent of \$958,642.00 at the rate of \$79,886.83 per month in arrears.
- From 04/16/2012 through 10/31/2012 An annual rent of \$1,121,386.00 at the rate of \$93,448.83 per month in arrears.
- From 11/1/2012 through 07/31/2016 An annual rent of \$1,217,465.68 at the rate of \$101,455.47 per month in arrears.
- From 08/01/2016 through 04/15/2017: An annual rent of \$1,476,731.68 at the rate of \$123,060.97 per month in arrears.
- From 04/16/2017 through 10/31/2017: An annual rent of \$1,313,987.68 at a rate of \$109,498.97 per month in arrears.
- From 11/1/2017 through 07/31/2021: An annual rent of \$1,217,908.00 at a rate of \$101,492.33 per month in arrears.

Continued on Sheet 1

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

**Lessor, Hudson 901 Market, LLC a Delaware limited liability company**

By: Hudson Pacific Properties, L.P., a Maryland limited liability company, its sole member

By: Hudson Pacific Properties, Inc., a Maryland corporation, its general partner

By [Signature]  
(Signature)

PRESIDENT  
(Title)

In Presence of  
[Signature]  
(Signature)

Hudson Pacific Properties, Inc.  
11601 Wilshire Blvd, Suite 1600  
Los Angeles, CA 90025-0317  
(Address)

**United States Of America, General Services Administration, Public Buildings Service.**

[Signature]  
(Signature)

**Peter Shteyn**  
**Contracting Officer**

SHEET 1 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 05 TO GS-09B-02741

For "Block A" an annual rent of:

From 08/01/2011 through 10/31/2012: An annual rent of \$958,642.00 at the rate of \$79,886.83 per month in arrears. The rent shall consist of shell rental rate (\$9.68/RSF), the operating costs (the base year operating cost is \$12.32/RSF), and parking (annual rate of \$4,200 per space).

From 11/01/2012 through 7/31/2016: An annual rent of \$1,054,721.68 at the rate of \$87,893.47 per month in arrears. The rent shall consist of shell rental rate (\$9.68/RSF), the operating costs (the base year operating cost is \$12.32/RSF), the amortized Tenant Improvements (2.244275/RSF), and parking (annual rate of \$4,200 per space).

From year 08/01/2016 through 10/31/2017 an annual rent of \$1,313,987.68 at a rate of \$109,498.97 per month in arrears. The rent shall consist of shell rental rate (\$15.68/RSF), the operating costs (the base year operating cost is \$12.32/RSF), the amortized Tenant Improvements (2.244275/RSF), and parking (annual rate of \$4,800 per space).

From year 11/1/2017 through 07/31/2021 an annual rent of \$1,217,908.00 at a rate of \$101,492.33 per month in arrears. The rent shall consist of shell rental rate (\$15.68/RSF), the operating costs (the base year operating cost is \$12.32/RSF), and parking (annual rate of \$4,800 per space).

For "Block B" an annual rent of:

From 04/16/12 to 04/15/17 an annual rent of \$162,744.00 at the rate of \$13,562.00 per month in arrears. The rent shall consist of shell rental rate (\$11.68/RSF), the operating costs (the base year operating cost is \$12.32/RSF), and parking (annual rate of \$4,200 per space).

Rent checks shall be payable to:

Hudson 901 Market LLC  
 Dept. 34762  
 P.O. Box 39000  
 San Francisco, CA 94139

"4. For "Block A" the Government may terminate this lease in whole or in part effective any time on or after November 1<sup>st</sup>, 2017 by giving at least 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

For "Block B" the Government may terminate this lease in whole or in part effective any time on or after April 16<sup>th</sup>, 2014 by giving at least 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"15. Tenant Improvement Allowance: A total of \$404,351.19 was spent on Tenant Improvements for "Block A" and amortized into the rent of Block A at 7% amortization rate over five years. Rent for the amortized Tenant Improvement shall start on 11/1/12 for an increase in annual rent of \$96,079.68. (\$404,351.19 amortized at 7% over 60 months equals monthly payments of \$8,006.64)"

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

INITIALS

PS  
Government

JD  
Lessor