

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

DATE

DEC 12 1995

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TO LEASE NO. GS-09B-94150

ADDRESS OF PREMISES 75 Hawthorne Street
 San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between Hawthorne Plaza, Ltd. by its General Partner,
ARCON, Inc.

whose address is 75 Hawthorne Street
 San Francisco, CA 94105

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 17, 1995, as follows:

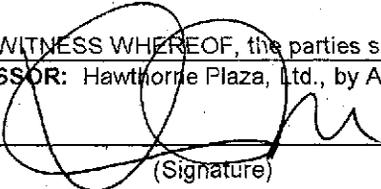
To amend the terms under which the Green Lights Program is to be implemented and to allow for the installation of new elevator lobby doors throughout the Premises, paragraphs 3.(k) and 11 are hereby added to the Special Requirements and Exhibit C -- General Conditions for Lease Alterations, Exhibit D -- Payments Under Fixed-Price Construction Contracts, Exhibit E -- Initial Lighting Assessment, and Exhibit F -- Light Logger Specifications, are hereby added to the contract.

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

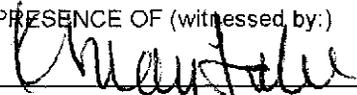
(Continued on Continuation Sheet No. 1)

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

LESSOR: Hawthorne Plaza, Ltd., by ARCON, Inc., its General Partner

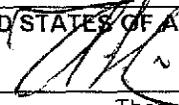
BY 
(Signature)

Pres.
(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

- same -
(Address)

UNITED STATES OF AMERICA

BY 
Thomas L. Andrews, III

Contracting Officer
GSA, PBS, RED

SHEET NUMBER 1 TO SUPPLEMENTAL LEASE AGREEMENT NO. 1 OF LEASE NO. GS-09B-94150 ATTACHED HERETO AND MADE A PART HEREOF.

“3.(k) Amendments to the Green Lighting Program.”

(1) Contrary to the provision of Paragraph 3.(a), additional meters will not be installed and such meters will not be included as part of the Project Cost. Rather, Government and Lessor shall determine the energy usage of the light fixtures to be included in the Retrofit Project (the “Fixtures”) by monitoring two fixtures per floor (the “Sample Lights”). The Sample Lights shall be mutually selected by Government and Lessor. The usage data from the Sample Lights shall be extrapolated to the balance of the Fixtures. The Fixtures are summarized in Exhibit E, attached hereto and made a part hereof.

(2) Contrary to the provision of Paragraph 3.(b), construction may begin immediately after notice to and coordination with the Government. Light Loggers, further described in Exhibit F, attached hereto and made a part hereof, shall monitor the time that the Sample Lights are turned on. Cost Savings shall be calculated by determining the average total time that the Sample Lights are turned on during each month, and extending that number by the total number of fixtures, the energy saved per fixture (as described in Exhibit E, attached hereto and made a part hereof), and the incremental rate per kilowatt-hour (“KWH”) per the Lessor’s monthly utility bill.

(3) Notwithstanding the provisions per subparagraph (2) above for determining the number of hours per day light fixtures are on, for purposes of calculating energy savings in accordance with the method described in subparagraph (2) above, exit signs, lobby lamps, and stairwell lamps shall be considered to be on 24 hours per day, seven days per week, and restroom lamps shall be considered to be on 16 hours per day during the work week and eight (8) hours per day on weekends and federal holidays.

(4) Contrary to the provision of Paragraph 3.(c), Incremental Costs shall not include the price difference between the mandated bulb and ballast and the standard bulb and ballast, and shall not include the additional cost of recycling T8 bulbs removed subsequent to the completion of the Retrofit Project.

(5) Expanding on the provisions of Paragraph 3.(h), Lessor shall fund all Project Costs out of the Tenant Improvement Allowance. Initial Project Cost, net of applicable rebates, is \$127,085.00. Once Lessor completes the Retrofit Project and the work is accepted by the Government, Lessor shall deduct \$127,085.00 from the Tenant Improvement Allowance.

(6) Construction will be completed within 10 weeks of the date of this SLA.



SHEET NUMBER 2 TO SUPPLEMENTAL LEASE AGREEMENT NO. 1 OF LEASE NO. GS-09B-94150 ATTACHED HERETO AND MADE A PART HEREOF.

11. Elevator Lobby Door Replacement Program.

(a) Lessor shall replace 26 pairs of Active and Inactive elevator doors on floors 8 through 19 with new doors as described in the following paragraphs.

(b) For purposes of this Paragraph 11, the Work shall consist of the following:

- (1) Remove existing hollow metal active and inactive elevator doors.
- (2) Purchase and install new active and inactive, factory painted, wood elevator doors. New active door shall be 38" X 96" with 12" X 54" metal vision panel and frame-raceway for electric lock. New inactive door shall be 28" X 96".
- (3) Remove and replace doors during Normal Hours. As security must be maintained throughout replacement process, Lessor shall remove and replace each pair of elevator doors within one working day. During the course of the Work, no door shall be left unattended by contractor personnel.
- (4) Reuse existing hardware to the extent possible.
- (5) Glass in vision panels shall be Firelite STD Grade installed.
- (6) Replace the top flush bolt with a self latching bolt; add new automatic bolt on bottom of inactive leaf.
- (7) Relocate all magnetic hold-open devices to compensate for different door sizes.

(c) Lessor shall accomplish such Work in a good and workmanlike manner in accordance with the provisions of Exhibit C -- General Conditions for Lease Alterations, attached hereto.

(d) Lessor shall be reimbursed for such Work through a decrease in the Tenant Improvement Allowance.

(e) Once Lessor completes Work and the Work is accepted by the Government, Lessor shall deduct [REDACTED] from the Tenant Improvement Allowance.

(f) Construction will be completed within 12 weeks of the date of this SLA."

