SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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ADDRESS OF PREMISES
The Waterfront Plaza, 1700 Montgomery Street, Suite 300, San Francisco, CA 94111

THIS AGREEMENT, made and entered into this date by and between I & G WATERFRONT PLAZA Inc., a Delaware Corporation

whose address is 200 E RANDOLPH DR 44TH FL
CHICAGO, IL 60601-6521

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 issue a partial Notice to Proceed with the corresponding work authorized; and incorporate and order Tenant Improvements that exceed the Tenant Improvement Allowance; and provide for lump sum payment of the Tenant Improvement costs that exceed the Tenant Improvement Allowance.

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

Paragraphs 25 through 29 are added;

"**25.** In accordance with Paragraph 18.A of the Lease, the Approved Project Schedule is hereby incorporated into the Lease by reference and attached as Exhibit D to the Lease.

As further provided in SF-2, paragraph 18.A:
"The Approved Project Schedule shall supersede all other provisions of this Lease, and if either the Government or the Lessor fails to discharge its responsibilities under this Lease within the time allocated under the Approved Construction Schedule, such failure shall constitute "delay" unless it is Excusable Delay as defined in Form 3517B General Clause No. 1.(f), DEFINITIONS".

"**26. NOTICE TO PROCEED AMOUNT:**
In separate correspondence dated September 8, 2011, the Government issued a partial Notice to Proceed for Tenant Improvements in the amount of $2,623,545.65. The total cost of the Tenant Improvements is $2,903,421.21. The Lessor shall perform only that amount of the Tenant Improvements covered by the partial Notice To Proceed, and the resulting stoppage of work shall not constitute Lessor delay. A subsequent SLA will be issued to cover the remaining balance in the amount of $279,875.56."

"**27.** The Government elects not to utilize the option to amortize any Tenant Improvement Allowance overage of $10.00 per ANSI/BOMA Office Area square foot at an interest rate of nine percent (9%)."

Continued on the next page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE Harlan F. Stanley	NAME OF SIGNER Harlan F. Stanley
ADDRESS 200 East Randolph Drive - Suite 4400 Chicago, Illinois 60601	
IN PRESENCE OF	
SIGNATURE Michael Skyle	NAME OF SIGNER Michael Skyle
ADDRESS 200 East Randolph Drive Suite 4400 Chicago, IL 60601	
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER PETER SHTEYN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

"**28.** The total cost for Tenant Improvements in the amount of $2,903,421.21 exceeds the Tenant Improvement Allowance of $1,157,677.87 ($56.53/ABOA SF), which has been amortized into the rental rate. The Government hereby orders a portion of the excess balance in the amount of $1,465,867.78 to be paid in a lump sum payment against the partial Notice to Proceed. The Lessor shall only perform work up to the partial Notice To Proceed amount. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $1,465,867.78 or the final amount by which the total cost for Tenant Improvements exceeds the Tenant Improvement Allowance pursuant to Paragraph 26, herein.

"**29.** Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount of $1,465,867.78 or the final amount by which the total cost for Tenant Improvements exceeds the Tenant Improvement Allowance shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the GSA Contracting Officer at:

Real Estate Division – San Francisco Branch
Attention: Peter Shteyn
450 Golden Gate Avenue, 3rd Fl East
San Francisco, CA 94102

Another copy of the Invoice shall also be simultaneously submitted to [redacted] Invoice Office at:

[redacted]

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
- GSA PDN # PS0021900

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

The following documents are hereby incorporated into the Lease as Exhibits:

- Approved Project Schedule dated 9/13/2011 as Exhibit D (4 pages);
- [redacted] Tenant Improvement Project Cost as Exhibit E (5 pages); and

All other terms and conditions remain in full force and effect.

INITIALS: _____ & _____
LESSOR GOVT