GSA

GSA Public Buildings Service

Lease Amendment
Number 004

Lease Number:	GS-09B-02741	Date:	September 11, 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 accept Beneficial Occupancy for the [redacted] known as Block B and order Tenant Improvements and provide for Lump Sum Payment of the tenant improvement costs.

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 3, 26, 27, and 28 are hereby deleted in their entirety and the following substituted therefore. Exhibit D is hereby added.

"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 07/31/2016 An annual rent of $1,121,386.00 at the rate of $93,448.83 per month in arrears.

From 08/01/2016 through 04/15/2017: An annual rent of $1,380,652.00 at the rate of $115,054.33 per month in arrears.

From 04/16/2017 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 partnership, its sole member
By: Hudson Pacific Properties, Inc., a Maryland corporation, its general partner

By _____ **(Signature)**

Victor J. Coleman
Chief Executive Officer
(Title)

In Presence of

_____ **(Signature)**

Mark T. Lammas
Chief Financial Officer

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

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

_____ **(Signature)**

Peter Shteyn
Contracting Officer

SHEET 1 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 04

For "Block A" an annual rent of:

From 08/01/2011 through 7/31/2016: 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 year 08/01/2016 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). "Block B" shall be accepted in "as is condition" and therefore will not be part of the Tenant Improvement Allowance that is specified in Paragraph 15 of the lease.

Rent checks shall be payable to:

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

"26. NOTICE TO PROCEED
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the VA space known as "Block B" is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed $288,340.07 inclusive of all management and architectural fees."

"27. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 25 and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $288,340.07 pursuant to Paragraph 28, herein. The Lessor hereby waives restoration as a result of all improvements."

"28. 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 **not to exceed $288,340.07** 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 Leasing Specialist at:

GSA, Real Estate Division
Attention: Eric Johnson
450 Golden Gate
3rd Floor East
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as defined herein
- Lease contract number, building address, and a description, price and quantity of the items delivered

INITIALS _____ _____
Government Lessor

- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

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

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

INITIALS _____ _____
Government Lessor