GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. ~~36~~ 38	DATE 9-23-2009
	TO LEASE NO. GS-09B-94150	

ADDRESS OF PREMISES 75 and 95 Hawthorne St
San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between: Hawthorne Plaza Associates L.L.C.

Whose address is 95 Hawthorne St. Suite 401-S
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 upon execution by the Government, as follows: to extend the lease effective October 1, 2009 for twenty two (22) months firm.

Paragraphs 2 and 3 of the Lease are hereby deleted in its entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 1995 through July 31, 2011. No rental shall accure after the effective date of termination."

"3. The Government shall pay the Lessor annual rent of $10,236,662.00 at the rate of $853,055.16 ($39.50/rsf) per month in arrears.

Should the Government remain in space beyond July 31, 2011 date, the rent will increase as follows:

August 1, 2011 annual rent of $10,441,395.24 at the rate of $870,116.27 ($40.29/rsf) per month in arrears.
September 1, 2011 annual rent of $10,648,720.04 at the rate of $887,393.33 ($41.09/rsf) per month in arrears.
October 1, 2011 annual rent of $10,861,227.96 at the rate of $905,102.33 ($41.91/rsf) per month in arrears.

Rent for lesser period shall be prorated. Rent checks shall be made payable to:
Hawthorne Plaza Associates L.L.C.
95 Hawthorne, Suite 401-S
San Francisco, CA 94105"

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

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

LESSOR: Hawthorne Plaza Associates L.L.C., a Delaware limited liability company;
By: R/H Hawthorne Plaza Associates, LLC, a Delaware limited liability company, its sole member

BY _____ Exec. V.P.
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

_____ 101 California St #1000 SF, 94111
(Signature) (Address)

UNITED STATES OF AMERICA

BY Deana Morad
Deana Morad
Contracting Officer
US General Services Administration