12/11/2012

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 42	DATE ~~11/8/2012~~
	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 to extend the term and establish termination rights

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government,

Paragraphs 2 and 3 are hereby deleted of the SF-2 of the Lease in their 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 August 1, 2015, subject to early termination in accordance with paragraph 75 below."

"3. Commencing February 1, 2013 through August 1, 2015 the Government shall pay the Lessor annual rent of $10,884,552.00 ($42.00/rsf) at the rate of $907,046.00 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"

Paragraph 75 is hereby added:

"**75**. Early termination: GSA will be vacating the premises under lease number GS-09B-94150 in blocks as blocks of space are delivered substantially complete by the Lessor under lease number GS-09B-02312. Upon acceptance of each block of space under lease number GS-09B-02312 the square footage for lease number GS-09B-94150 shall be reduced by the number of rentable square feet that is delivered substantially complete under lease number GS-09B-02312, and shall terminate from lease number GS-09B-94150."

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

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

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

BY _____ _____
(Signature) (Name)

IN THE PRESENCE OF (witnessed by:)

LISA MIYOSHI _____
(Signature) LISA MIYOSHI (Name)

UNITED STATES OF AMERICA

BY _____ _____
CONTRACTING OFFICER, GSA NAME OF SIGNER