



Supplemental Lease Agreement
Number 001

Lease Number: GS-09B-02477 **Date:** August 17, 2010

ADDRESS OF PREMISES 100 First Street
San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between: **100 First Plaza Property LLC., c/o Beacon Capital Partners**
whose address is: 200 State Street, 5th Floor
Boston, MA 02109

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 expand the "Premises".

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to expand onto the twenty-third (23) floor, effective upon execution, as follows:

Paragraphs 1 and 10 are hereby deleted in their entirety and the following substituted therefore. Paragraphs 27 and 28 are hereby added.

"1. The Lessor hereby leases to the Government the following described premises:

A total of 83,677 Rentable Square Feet (RSF) of office and related space, being 68,079 ANSI/BOMA Office Area Square Feet (USF), consisting of 72,736 rentable square feet (r.s.f.), yielding approximately 60,001 ANSI/BOMA Office Area square feet and related space located on floors 18-21 and 24 as depicted on the attached Exhibit "A" (herein referred to as "Block A") and 10,941 rentable square feet being 8,078 ANSI/BOMA Office Area square feet and related space located on floor 23 Suite 2300 as depicted on the attached Exhibit "C" (herein referred to as "Block B"), to be used FOR SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. Leased space is located in the building known as 100 First Plaza, located at 100 First Street, San Francisco, CA 94105."

"10. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 11 free rent
- For months 12 through 48, annual rent of \$2,866,900.00 at the rate of \$238,908.33 per month in arrears. (Consisting of Block A for an annual rent of \$2,473,024.00 and Block B for an annual rent of \$393,876.00)
- For months 49 through 84, annual rent of \$2,950,577.00 at the rate of \$245,881.42 per month in arrears. (Consisting of Block A for an annual rent of \$2,545,760.00 and Block B for an annual rent of \$404,817.00)

Continued on Attachment Sheet Number 1, Attached hereto and made a part hereof

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

Lessor, 100 First Plaza Property LLC., c/o Beacon Capital Partners

By *Jeremy B. Fletcher*
(Signature)

Senior Managing Director
(Title)

In Presence of
Elicia Hanchillo
(Signature)

Los Angeles, CA
(Address)

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

Peter Shteyn
(Signature)

Peter Shteyn
Contracting Officer



SHEET NUMBER 1 Attached to Supplemental Lease Agreement Number 001 and made a part of US Government Lease GS-09B-02477

- For months 85 through 120, annual rent of \$3,117,931.00 at the rate of \$259,827.58 per month in arrears. (Consisting of Block A for an annual rent of \$2,691,232.00 and Block B for an annual rent of \$426,699.00)
- For months 121 through 156, annual rent of \$3,285,285.00 at the rate of \$273,773.75 per month in arrears. (Consisting of Block A for an annual rent of \$2,836,704.00 and Block B for an annual rent of \$448,581.00)
- For months 157 through 180, annual rent of \$3,452,639.00 at the rate of \$287,719.92 per month in arrears. (Consisting of Block A for an annual rent of \$2,982,176.00 and Block B for an annual rent of \$470,463.00)

100 First Plaza Property LLC
 c/o Beacon Capital Partners
 File 50370
 Los Angeles, CA 90074-0370"

"27. BLOCK B DESIGN INTENT DRAWINGS:

The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due from the Lessor within thirty (30) working days from award.

Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within (15) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have fifteen (15) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within fifteen (15) working days of the Government's request. Delay of receipt of such proposal, unless resulting from an excusable delay, shall result in a Lessor delay."

"28. The following are attached and made a part hereof:

- a) [REDACTED] Special Requirements (18 pages)"

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

INITIALS PS Jbr
 Government Lessor