

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-09B-02491	DATE <i>November 17, 2011</i>	PAGE 1 of 2
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ADDRESS OF PREMISES  
**333 Bush Street, San Francisco, CA 94104**

THIS AGREEMENT, made and entered into this date by and between **BREF 333, LLC**

Whose address is: 200 Vesey Street, 10<sup>th</sup> Floor  
New York, NY 10281-1021

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 provide for alterations to the lease premises.

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

Paragraphs 31, 32, and 33 are hereby incorporated into and made part of the lease.

"31. Alteration of Office Space: The Lessor shall provide all labor, materials and equipment to install the Above Standard Items as shown on Exhibit "D" "Brookfield's November 3, 2011 quote for the signage at the interior rooms, workstations and interior directional signage per the revised quantities requested by the Government in the Scope of Work Statement, Project:

**Continued on Sheet 1**

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

LESSOR

SIGNATURE

NAME OF SIGNER

*Robert E. DeRaffa*

ADDRESS

*601 S Figueroa #2200 Los Angeles CA 90017*

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

*John Indelli*

ADDRESS

*601 S Figueroa #2200 Los Angeles CA 90017*

UNITED STATES OF AMERICA

SIGNATURE

*Eileen Khanloo*

NAME OF SIGNER,  
EILEEN KHANLOO

OFFICIAL TITLE OF SIGNER  
CONTRACTING OFFICER

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 5 TO LEASE #GS-09B-02491**

Floors 4, 5, and 6, 333 Bush Street, San Francisco CA 94104" (seven pages) to this Supplemental Lease Agreement (SLA) No. 5. In accordance with Lessor's November 3, 2011 quote, total improvement cost will be \$12,443.12. This amount includes all construction management fees. Total cannot exceed \$12,443.12 without express written Government approval. The Lessor agrees to provide labor, material, and equipment to complete the additional Tenant Improvement to the lease premises as spelled out on Lessor's November 3, 2011 quote (Exhibit "D" to SLA No. 5). Such alterations should be completed no later than February 17, 2012."

"32. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a Lump Sum Payment in the amount of \$12,443.12 pursuant to Paragraph 33, herein. The Lessor hereby waives restoration as a result of all improvements."

"33. 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** \$12,443.12 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the invoice shall be simultaneously submitted to the Lease Contracting Officer at:

GSA Real Estate Acquisition Division  
Attention: Eileen Khanloo  
450 Golden Gate Avenue, 3<sup>rd</sup> floor East  
San Francisco, CA 94102

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
- Annotation of GSA PS Number (PS Number to follow)

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: RFJ & ek

Lessor

Government