

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

07-23-2009

LEASE No. GS-09B-02150

THIS LEASE, made and entered into this date between HINES VAF II SACRAMENTO PROPERTIES, L.P.

whose address is: 2800 Post Oak Boulevard  
Suite 4800  
Houston, TX 77056

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
20,466 rentable square feet (r.s.f.), yielding approximately 17,953 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite 200) at the Point West Corporate Center, 1610 Arden Way, Sacramento, California, 95815-4026, together with 2 reserved onsite parking spaces, as depicted on the attached floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. The Government shall pay the Lessor annual rent of \$623,803.68 at the rate of \$30.48 per month in arrears for years 1 through 5. The Government shall pay the Lessor annual rent of \$559,949.76 at the rate of \$27.36 per month in arrears for years 6 through 10. Rent for a lesser period shall be prorated. Rent checks shall be payable to:  

**Hines VAF II Sacramento Properties**  
**Department 34077**  
**P.O. Box 39000**  
**San Francisco, CA 94139**
4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5<sup>th</sup>) year of this lease by giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 2 reserved parking spaces described in Paragraph 1 and parking spaces required by local code.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 7CA2785 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 7CA2785 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (Pages 1-17);
- c) GSA Form 3517 (pages 1-2, General Clauses);
- d) GSA Form 3518 (pages 1-8, Representation and Certifications);
- e) Sheet no. 1-4 containing Paragraphs 9-22;
- f) Small Business Plan;
- g) Floor Plan (Exhibit "A", Page 1);
- h) Site Plan (Exhibit "B", Page 1).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 22 have been added.

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

LESSOR: **HINES VAF II SACRAMENTO PROPERTIES, L.P.**

BY



(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY

  
CONTRACTING OFFICER, GSA