

**Supplemental Lease Agreement**  
Number 001

Lease Number: GS-09B-02150

Date:

February 9, 2011

**ADDRESS OF PREMISES** Point West Corporate Center  
1610 Arden Way, Suite 250  
Sacramento, CA 95815-4026THIS AGREEMENT, made and entered into this date by and between: **Hines VAF II Sacramento Properties, L.P.**whose address is: 2800 Post Oak Boulevard, Suite 4800  
Houston, TX 77056hereinafter 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" and define the Design Intent Drawing period in the Construction Schedule.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to expand the premises by 6,500 rentable square feet for a total of 26,966 rentable square feet, effective upon execution, as follows:

Paragraphs 1, 3, 11, and 20 are hereby deleted in their entirety and the following substituted therefore. Paragraph 23 is added.

"1. The Lessor hereby leases to the Government the following described premises:  
26,966 rentable square feet (r.s.f.), yielding approximately 23,654 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite 250) at the Point West Corporate Center located at 1610 Arden Way, Sacramento, CA, 95815-4026 together with two (2) reserved on-site parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"3. The Government shall pay the Lessor annual rent of \$825,429.26 (30.61 per r.s.f.) at the rate of \$68,785.77 per month in arrears for years 1-5 and \$737,789.76 (27.36 per r.s.f.) at the rate of \$61,482.48 per month in arrears for years 6-10. 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"

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, Hines VAF II Sacramento Properties, L.P.

By

(Signature)

Executive Vice President

(Title)

In Presence of

(Signature)

101 CALIFORNIA ST. STE. 1000 SAN FRANCISCO, CA 94111

(Address)

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

(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-02150

"11. **Tax Adjustment:** Pursuant to Paragraph 4.2 of the Solicitation for Offer, "Percentage of Occupancy" for purposes of tax escalation, the Government occupies 26,966/145,137 rentable square feet (18.5797%)"

"20. **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The total Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$68,785.77 minus the prorated Commission Credit of [REDACTED] equals an adjusted First Month's Rent of \$43,197.46.

Second Month's Rental Payment of \$68,785.77 minus the prorated Commission Credit of [REDACTED] equals an adjusted Second Month's Rent of \$43,197.47."

"23. Exceptions to Solicitations for Offers 7CA2785:

The following paragraph has been deleted in its entirety and replaced as follows:

Section 5.11(B) – Design Intent Drawings:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings based upon the base building drawings provided by the Lessor as required in the "BUILDING AND SITE INFORMATION SUBMITTALS" paragraph of the SFO. such drawings were received by the Government on October 19, 2009. These 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/color/signage selections. Design intent drawings shall be due to the Lessor no later than February 1, 2010.

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