



**Supplemental Lease Agreement  
Number 1**

**Lease Number:** GS-09B-02979      **Date:** 11/12/14

**Address of Premises:** 444 South Flower Street Los Angeles, CA 90071-2983

THIS AGREEMENT, made and entered into this date by and between: Hines VAF II 444 South Flower LP whose address is : 444 South Flower LP, Suite 2120 Los Angeles, CA 90071

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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

Supplemental Lease Agreement No. 1 is to correct the square footage of the lease and establish beneficial occupancy. Paragraphs 1.01 A and 1.03 A of the Lease have been deleted in their entirety and the following substituted therefore.

**1.01 THE PREMISES**

A. TO HAVE AND TO HOLD Office and Related Space: 57,903 rentable square feet (RSF), yielding 49,149 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 9 floor(s) through 11 and known as Suite(s) 900, 1000, and 1100 of the Building. For the term beginning September 23, 2014 through September 22, 2029, subject to termination and renewal rights as may be hereinafter set forth.

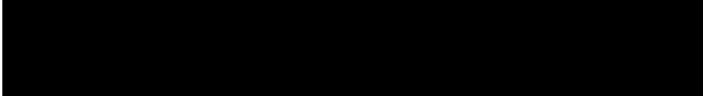
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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: Hines VAF II 444 South Flower LP

Senior Managing Director/  
Chief Executive Officer

\_\_\_\_\_  
(Title)



Government Administration, Public Buildings Service.

CONTRACTING OFFICER

(Official Title)



**SHEET NO. 1 of 1 ATTACHED TO SUPPLEMENTAL LEASE AGREEMENT NO. 1 AND MADE A PART OF LEASE NO. GS-09B-02979**

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM MONTHS 1-16	FIRM TERM MONTHS 17-60	FIRM TERM MONTHS 61-120	NON FIRM TERM MONTHS 121-180
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$0.00	\$1,162,692.24	\$1,425,023.23	\$1,870,845.93
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$320,366.72	\$320,366.72	\$0.00
OPERATING COSTS <sup>3</sup>	\$0.00	\$450,485.34	\$450,485.34	\$450,485.34
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$0.00	\$22,676.86	\$22,676.86	\$ 0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$0.00</b>	<b>\$1,956,221.16</b>	<b>\$2,218,552.15</b>	<b>\$2,321,331.27</b>

<sup>1</sup>Shell rent (Firm Term Months 1-16) calculation: \$0.00 per RSF multiplied by 57,903 RSF

<sup>1</sup>Shell rent (Firm Term Months 17-60) calculation: \$20.08 per RSF multiplied by 57,903 RSF

<sup>1</sup>Shell rent (Firm Term Months 61-120) calculation: \$24.61 per RSF multiplied by 57,903 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$2,200,424.98 is amortized at a rate of 8 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$7.78 per RSF multiplied by 57,903 RSF

<sup>4</sup>Building Specific Security Costs of \$155,755.00 are amortized at a rate of 8 percent per annum over 10 years

<sup>5</sup>Parking costs described under sub-paragraph G below

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

LESSOR INITIAL: JCB  
GOV'T INITIAL: [Signature]