GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 2	DATE MAR 25 2011
	TO LEASE NO. **GS-09B-01986**	

ADDRESS OF PREMISES: 402 West Broadway
San Diego, CA 92101

THIS AGREEMENT, made and entered into this date by and between RREEF AMERICA REIT II CORP

whose address is 402 West Broadway, Suite 770
San Diego, CA 92101-8504

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:

WHEREAS the parties hereto desire to amend the above Lease to relocate the hearing rooms from the 13th floor to the 6th floor at no cost to the government at the Lessor's request:

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

Paragraphs 1, 2, 3 and 7 are deleted in their entirety and the following Paragraphs 1, 2, 3 and 7 substituted therefore:

"1. "9,615 rentable square feet (r.s.f), yielding approximately 8,375 ANSI/BOMA Office Area square feet and an additional 424 rentable square feet (yielding 371 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 9,615 rentable / 8,375 ABOA square footage indicated above, for a total of 10,039 rentable square feet yielding approximately 8,746 ABOA square feet together with 11 inside, onsite, structured, reserved parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
Block A: Suite 1360: May 21, 2010 through the day Block C is accepted by the Government as complete and ready for occupancy.
Block B: Suite 600: June 21, 2010 through June 20, 2017.
Block C: Suite 660: Beginning the day the space is accepted by the Government as complete through June 20, 2017.
subject to termination rights hereinafter set forth."

"3. The Government shall pay the Lessor annual rent of $46,129.43 at the rate of $3,844.12 per month in arrears from May 21, 2010 through June 20, 2010, annual rent of $203,549.55at the rate of $16,962.46 per month in arrears from June 21, 2010 through August 20, 2010, annual rent of $243,011.24 at the rate of $20,250.94 per month in arrears from August 21, 2010 through September 20. 2010, annual rent of $377,677.20 at the rate of $31,473.10 per month in arrears from September 21, 2010 – May 20, 2013, annual rent of $380,967.49 at the rate of $31,747.29 per month in arrear from May 21, 2013 – June 20, 2013, and annual rent of $392,195.85 at the rate of $32,682.99 per month in arrears from June 21, 2013 through June 20, 2017.

Rent for a lessor period shall be prorated.
Rent checks shall be payable to:
RREEF AMERICA REIT II CORP
402 West Broadway, Suite 770
San Diego, CA 92101-8504"

"7. "The following are attached and made a part hereof:
A. Sheet No. 1 (containing Paragraphs 9 thru 21);
B. Site Plan (Exhibit "A");
C. DID's (Exhibits "B-1," "B-2," "B-3," and "B-4");
D. The Solicitation for Offers Number LCA01986 – pages 1 thru 38 (all references to SFO shall also refer to any Special Requirements and Amendments);
E. GSA Form 3517B, General Clauses – Acquisition of Leasehold Interests in Real property (Rev 11/05 – pages 1 thru 33);
F. GSA Form 3518, Representations and Certifications (Rev 1/07 – pages 1 thru 7)"

Continued on Sheets 1-3 attached to and forming a part of Supplemental Lease Agreement Number 2

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
LESSOR: RREEF AMERICA REIT II CORP

BY _____ (Signature) Vice President, Asset Manager (Title)

IN THE PRESENCE OF (witnessed by:)
Helena Crosby (Signature) General Mgr. (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY _____ (Signature) Contracting Officer, GSA (Official Title)