

Supplemental Lease Agreement
Number 2

Lease Number: GS-09B-02979 Date: 2/9/16

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. 2 is to increase the dollar amount that will be amortized for the tenant improvement allowance as a result of Change Order Approval Letter #5. Paragraph 1.03 A of the Lease has been deleted in its entirety and the following substituted therefore.

Continued on Sheet 1

scribed their names as of the above date.

LP

Sr Mary Dreith

(Title)

444 South Flower St., Suite 2100
Los Angeles, CA 90071

(Address)

ices Administration, Public Buildings Service.

CONTRACTING OFFICER

(Signature)

(Official Title)



SHEET NO. 1 of 1 ATTACHED TO SUPPLEMENTAL LEASE AGREEMENT NO. 2 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 ¹	\$0.00	\$1,162,692.24	\$1,425,023.23	\$1,870,845.93
TENANT IMPROVEMENTS RENT ²	\$0.00	\$346,296.73	\$346,296.73	\$0.00
OPERATING COSTS ³	\$0.00	\$450,485.34	\$450,485.34	\$450,485.34
BUILDING SPECIFIC SECURITY ⁴	\$0.00	\$22,676.86	\$22,676.86	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$0.00	\$1,982,151.17	\$2,244,482.16	\$2,321,331.27

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

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

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

²The Tenant Improvement Allowance of \$2,378,524.13 is amortized at a rate of 8 percent per annum over 10 years.

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

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

⁵Parking costs described under sub-paragraph G below

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

LESSOR INITIAL:
GOV'T INITIAL: