

**Supplemental Lease Agreement**
Number 003

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 establish occupancy as of January 3rd, 2011 and memorialize the final tenant improvement costs.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution, as follows:

Paragraphs 9, 24, 25, and 26 are hereby deleted in their entirety and the following substituted therefore.

"9. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on January 3rd, 2011 through January 2nd, 2021, subject to termination as may be hereinafter set forth.**"24. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$1,994,774.89 inclusive of all management and architectural fees."

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 003 and made a part of US Government Lease GS-09B-02150



"25. The total cost for Tenant Improvements in the amount of \$1,994,774.89 exceeds the tenant improvement allowance of \$1,105,114.74 (46.72/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$889,660.15. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.11F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$889,660.15 pursuant to Paragraph 26. herein. The Lessor hereby waives restoration as a result of all improvements."

"26. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$889,660.15** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: Eric Johnson
450 Golden Gate
3rd Floor East
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."


Government
Lessor