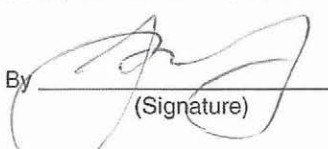

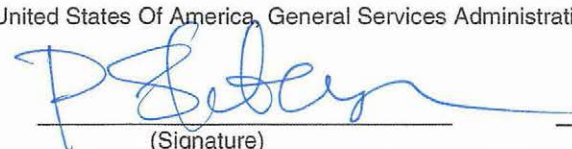




Supplemental Lease Agreement Number 2			
Lease Number:	GS-09B-02150	Date:	September 9, 2010
1610 Arden Way, Sacramento, CA, 95815			
<p>THIS AGREEMENT, made and entered into this date by and between Hines VAF II Sacramento Properties, L. P. whose address is: 2800 Post Oak Boulevard, Suite 4800, Houston, TX, 77056</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p>THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p>			
<p>Paragraphs 24, 25, and 26 are hereby added:</p> <p>"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, as identified herein as Exhibit "C", at a total cost not to exceed \$1,875,098.34, inclusive of all management and architectural fees."</p> <p>"25. The total cost for Tenant Improvements in the amount of \$1,875,098.34 exceeds the tenant improvement allowance of \$1,105,114.88 (46.72/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$769,983.46. 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 \$769,983.46 pursuant to Paragraph 26, herein. The Lessor hereby waives restoration as a result of all improvements."</p> <p style="text-align: center;">Continued on Sheet 1</p>			
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Lessor, Hines VAF II Sacramento Properties, L. P.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p>By  (Signature)</p><p>In Presence of _____ (Signature)</p></div><div style="width: 45%;"><p> (Title)</p><p>_____ (Address)</p></div></div>			
<p>United States Of America, General Services Administration, Public Buildings Service.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p> (Signature)</p></div><div style="width: 45%;"><p>Peter Shteyn (Contracting Officer)</p></div></div>			