

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-09B-02520	DATE AUG 17 2011	PAGE 1 of 2
ADDRESS OF PREMISES 2100 Franklin Street, Oakland, CA 94612-3005			

THIS AGREEMENT, made and entered into this date by and between **CIM/Oakland Center 21, LP** whose address is

6922 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028-6129

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: A) modify SFO paragraphs in the Lease which have flush-out requirements; and B) update/order tenant improvements which exceed tenant improvement allowance thus revising SLA 2.

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

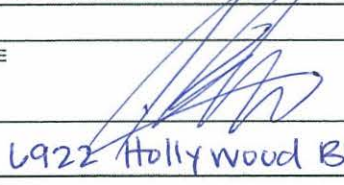

A. Paragraph 3.7 (B)(8) GREEN LEASE SUBMITTALS (AUGUST 2008); Paragraph 5.12 (F) INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007); and Paragraph 8.9 (A)(6)(e) HEATING AND AIR CONDITIONING (AUG 2008), SHALL BE AMENDED BY THE FOLLOWING:

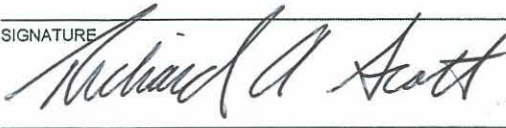
"The Contractor Officer may at in his sole discretion waive or modify all or portions of the flush-out requirements contained within the preceding paragraphs."

B. Revise SLA 2 as follows:

I. In separate correspondence dated March 11, 2011, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$1,377,823.85. Additional authorization is hereby provided for those certain items contained within approved Change Orders #1, #2, #3, #4 and #5. These improvement costs exceed the agreed-upon Tenant Improvement Allowance and will be paid via lump sum. As a result, the total Tenant Improvement Cost is revised to \$1,543,652.91.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Avraham Shemesh
ADDRESS 6922 Hollywood Blvd., Ste 900, Los Angeles, CA 90028	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Lauren Maddox
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Richard A. Scott
	OFFICIAL TITLE OF SIGNER Leasing Contracting Officer

CO #	Description	Amount
Total Lump Sum Cost		\$165,829.06

II. Upon completion, inspection and acceptance of the Tenant Improvements identified herein, the Government shall reimburse Lessor in a Lump Sum Payment in the amount of **\$296,847.05**, upon receipt of an original invoice from the Lessor, after completion, inspection and acceptance of the space by the Contracting Officer.

The original invoice, in an amount not to exceed **\$296,847.05** shall be submitted electronically to (www.finance.gsa.gov) and must be sent directly to the GSA Finance Office at:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Richard A. Scott
450 Golden Gate Avenue, 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;
- **GSA PDN #0019844**

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

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

INITIALS: **RAS** LESSOR
RAS GOVT

GSA FORM 276 (REV. 8/2006) BACK