GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES: The 1600 Lamar Building
1600 East Lamar Boulevard
Arlington, TX 76011-4587

THIS AGREEMENT, made and entered into this date by and between
RP 1600 LAMAR, LP
10470 Foothill Blvd, Suite 100
Rancho Cucamonga, CA 91730

C/O Dennis Scifres
Poynter Scifres Management, Inc.
4013 West 5th Street
Fort Worth, TX 76107

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease.

The purpose of the SLA is to clarify the Commencement Date of the lease, clarify the square footage of the leased space, correct the annual rental amounts and correct the Broker Commission & Commission Credit.

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

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY:

Sign

WILLIAM D. ANGEI

Printed Name

10470 Foothill Blvd Suite 100

(Address)

MICHAEL E. MONTGOMERY

Printed Name

City, State, Zip 91730

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102
Contracting Officer
(Official Title)
1) Paragraph 1 of the lease is amended as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 89,421 rentable square feet (RSF) of office and related space, which yields 83,310 ANSI/ BOMA office area square feet (ABOA) of space at The 1600 Lamar Building, 1600 East Lamar Boulevard, Arlington, Texas 76011-4587 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 290 surface parking spaces for exclusive use of the Government employees and patrons.

2) Paragraph 2 of the lease is deleted and replaced as follows:

TO HAVE TO HOLD the said premises with their appurtenances for the term beginning on April 6, 2011 through April 5, 2026 subject to termination and renewal rights as may be hereinafter set forth.

3) Paragraph 3 of the lease and SLA No. 9 is amended as follows:

The Government shall pay the Lessor annual rent of $2,151,288.08 at a rate of $179,274.01 paid monthly in arrears April 6, 2011 thru April 5, 2021. The total annual rent consists of Shell Rent $1,284,979.77, Operating Costs of $537,420.21 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization costs of $295,107.45, and annual Building-Specific Security Amortization costs of $33,780.65.

The Government shall pay the Lessor annual rent of $1,822,399.98 at a rate of $151,866.67 paid monthly in arrears from April 6, 2021 thru April 5, 2026. The total annual rent consists of Shell Rent of $1,284,979.77 and annual Operating Costs of $537,420.21 plus annual Operating Cost adjustments.

4) Paragraph 7 of the lease is amended as follows:

In accordance with the SFO paragraph entitled Tenant Improvements Included in Offer, Tenant Improvements in the total amount of $2,094,724.85 shall be amortized monthly through the rent for 10 years, beginning April 6, 2011 through April 5, 2021 at a rate of 7.25%. The principal balance takes into consideration a previous payment for partial occupancy of space extending from February 25, 2011 through April 5, 2011.

The Building security costs of $239,781.03 shall be amortized monthly through the rent for 10 years, beginning April 6, 2011 through April 5, 2021 at a rate of 7.25%. The principal balance takes into consideration a previous payment for partial occupancy of space extending from February 25, 2011 through April 5, 2011.
5) Paragraph 13 of lease and SLA no. 9 is amended as follows:

The Lessor and the Broker have agreed to a cooperating lease commission of \[\text{[[EXEMPT(b)(6)]]}\] of the firm term value of this lease. The total amount of the commission is \[\text{[[EXEMPT(b)(6)]]}\]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the “Broker Commission and Commission Credit” paragraph, the Broker has agreed to forego \[\text{[[EXEMPT(b)(6)]]}\] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is \[\text{[[EXEMPT(b)(6)]]}\]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the “Broker Commission and Commission Credit” paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 3 of this SLA 9, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Third Month’s Rental Payment of $179,274.01 minus one third of the Commission Credit equals adjusted Third Month’s Rent.

Fourth Month’s Rental Payment of $179,274.01 minus one third of the Commission Credit equals adjusted Fourth Month’s Rent.

Fifth Month’s Rental Payment of $179,274.01 minus one third of the Commission Credit equals adjusted Fifth Month’s Rent.