

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.: GS-07B-16642

ADDRESS OF PREMISES 1600 Lamar Boulevard
Arlington, Texas 76011

THIS AGREEMENT, made and entered into this date by and between **RP 1600 Lamar, LP**

whose address is 8300 Utica Drive, 3rd Floor
Rancho Cucamonga, CA 9173
C/O Dennis Scifres
Poynter Scifres Management, Inc.
2005 NE Green Oaks Blvd, Suite 100
Arlington, Texas 76006

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

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

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

SLA #3, paragraph 1, dated June 8, 2010 is hereby deleted and replaced per the following:

1. The total Tenant Improvement cost to produce the space pursuant to the Design Intent Drawings, Special Requirements, SFO requirements, and the Construction Drawings is \$6,044,496.23. Total tenant improvement cost includes a general contractor fee of 4%, a Lessor project management fee of 3%, a Lessor overhead and profit fee of 3%, a one time Lessor origination/ interest fee of \$68,000 (any financing savings to be credited to the government when TI overage is paid) and a one time architectural additional service fee of \$195,791.43. The tenant improvement allowance (\$28.76/ SF) in the amount of \$2,346,373.00 will be amortized into rent payment over 120 months at 7.25% interest. Therefore, the Government agrees to pay the Lessor a one time lump sum payment for the tenant improvement overage in the amount of \$3,698,123.23 which shall be due upon receipt of an original invoice submitted after completion, inspection, and final acceptance of the space by the Contracting Officer.

In addition, the following change orders are here-by approved and shall increase the overall Tenant Improvement overage amount by \$216,246.10:

2. PCO #2- Design Services for the blast wall design in the amount of [REDACTED].
3. PCO #7- Services related to enhanced commissioning in the amount of [REDACTED].
4. PCO #9- Services to furnish/ install galvanized duct in the amount of [REDACTED].
5. PCO #11- Services to furnish security mesh at the 3rd floor in the amount of [REDACTED].
6. PCO #12- Services to furnish/ install K2 light fixtures in the amount of [REDACTED].
7. PCO #13- Services to furnish/ install revised carpet selection in the amount of [REDACTED].
8. PCO #14- Services to furnish/ install Corian toilet partitions in the amount of [REDACTED].
9. The original invoice must be submitted directly to the GSA Finance Office at the following address:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 1718 Fort Worth, Texas 76102-0181
The invoice must be submitted on Lessor letterhead and include an invoice number, the lease number, and GSA PDN #PS0017631.

All reimbursables for each approved change order must be documented by the Lessor and submitted to Contracting Officer prior to final invoice.

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

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

LESSOR

LE

BY

[Signature]

(Title)

IN

8302 UTICA AVE 3RD FL
RANCHO CUCUMONSE CA 91230

(Address)

UN

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102

BY

(Official Title)