

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9/16/09

LEASE NO.

GS-07B-16642

THIS LEASE, made and entered into this date by and between RP 1600 LAMAR, LP

Whose address is 8300 UTICA DRIVE, 3RD FLOOR
RANCHO CUCAMONGA, CA 91730

C/O DENNIS SCIFRES
POYNTER SCIFRES MANAGEMENT, INC.
4013 WEST 5TH STREET
FORT WORTH, TX 76107

and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 87,577 rentable square feet (RSF) of office and related space, which yields 81,592 ANSI/BOMA Office Area square feet (USF) 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 Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of fifteen (15) years, with a firm term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$2,115,379.34 (monthly rent shall equal \$2,115,379.34 divided by 12) in arrears for years 1 - 10, which consists of annual shell rent of \$1,258,481.49; annual operating costs of \$526,337.77 (\$6.010000/RSF); and annual amortized tenant improvements (which includes annual amortized building-specific security) of \$330,560.08.

For years 11 - 15, the Government shall pay the Lessor annual rent of \$1,784,819.26 (monthly rent shall equal \$1,784,819.26 divided by 12) in arrears, which consists of annual shell rent of \$1,258,481.49 and annual operating costs of \$526,337.77 (\$6.010000/RSF).

The monthly installments of annual rent shall be abated during the first four months of the lease term.

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

LESSOR

RP 1600 LAMAR LP

BY

IN PRES

Pres

(Title)

*8300 Utica Ave 3RD Floor
Rancho Cucamonga, CA 91730*

(Address)

Contracting Officer, General Services Administration

(Official Title)

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DENNIS SCIFRES
POYNTER-SCIFRES MANAGEMENT, INC.
4013 WEST 5TH STREET
FORT WORTH, TX 76107

4. The Government may terminate this lease in whole or in part at any time after the end of the tenth year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Such facilities, utilities, services, maintenance, and tenant improvements shall be provided within ONE HUNDRED EIGHTY (180) working days of receipt of the Government's final acceptance of Construction Documents and issuance of a Notice To Proceed incorporated by reference by a Supplemental Lease Agreement signed by the Government and in accordance with the terms set forth in Solicitation for Offers (SFO) 7TX2039 dated November 3, 2008, as amended December 11, 2008 and August 17, 2009. The lessor shall provide construction drawings in accordance with the terms of this lease. The construction drawings will be reviewed by the Government, but shall not relieve the lessor of the obligation to meet the terms of the SFO. The Government does not assume the risk for the accuracy of the construction drawings. It is the responsibility of the lessor and his architect to incorporate all aspects of the SFO into the construction drawings.

B. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The following are attached and made a part hereof:

- A. Solicitation for Offers 7TX2039 dated November 3, 2008, Amendment 1, dated December 11, 2008, and Amendment 2, dated August 17, 2009
- B. Proof of Ownership – Special Warranty Deed
- C. Agency Special Requirements
- D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
- E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)

7. In accordance with the SFO paragraph entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$2,346,373.78 (81,592 USF x \$28.757400) shall be amortized through the rent for 10 years, beginning when the space is accepted for occupancy, at the rate of 7.25%. The total annual cost of Tenant Improvements for the amortization period shall be \$330,560.08, which consists of \$27,546.67 per month.

The Tenant Improvement amount above includes security costs in the total amount of \$241,000, which shall be amortized through the rent for 120 months at the rate of 7.25%.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.010000/RSF (\$526,337.77/annum).

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.073353 (87,577 RSF/81,592 USF).

11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for intermittent and agency-requested overtime usage is established as \$50.00 per hour per floor.

LESSOR

UNITED STATES OF AMERICA

BY _____



(Initial)

BY _____



(Initial)

13. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease, less the four-month rental abatement. The total amount of the commission is [REDACTED]. 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. 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 Standard Form 2, 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 fifth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Fifth Month's Rental Payment of \$176,281.61 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Sixth Month's Rental Payment of \$176,281.61 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

Seventh Month's Rental Payment of \$176,281.61 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

WA

(Initial)

BY

[Signature]

(Initial)