

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <u>3-04-10</u>
	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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 26, 2010, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to incorporate the following items:

1. Lessor shall be responsible for ensuring that all restrooms in the building are in compliance with applicable law as of the date of the Lease. Any modifications shall be paid as tenant improvements.
2. Lessor and Government agree that the existing floor live load capacity meets the Government's requirements, with the exception of the high density file room, Room No. 4093. Lessor understands that it is responsible for 250 pounds per sq. ft. live load capacity to support a high density file system in Room 4093 at no additional cost to the government.
3. Since the Government desires to take occupancy and accept the Premises as soon as the Tenant Improvements are completed, inspected, and accepted Section 5.14 (H) of the SFO is amended to delete the second sentence of that section.
4. Lessor and the Government hereby agree to incorporate Section 26 of Form 1364 that provides for the Lessor to be paid a Lessor's Project Management fee of five per cent (5%) of the cost of Tenant Improvements plus government approved change orders is hereby incorporated into this Lease. For transparency, the general contractor performing the work will include this 5% fee as a line item in its contract for all Tenant Improvement work plus any and all government approved change orders. Lessor and the Government have also agreed that the general contractor will be required to submit to the Lessor and the Government not less than two (2) firm bids for the Tenant Improvement work plus any and all government approved change orders.
5. Lessor and Government agree that the building shall be certified to meet the standards of LEED 2009 New Construction/Major Renovation. All references in the SFO to the contrary are hereby superseded by the requirements of LEED 2009 New Construction/Major Renovation.
6. The possible requirement for vestibules as set forth in Paragraph 6.2 (A) is hereby waived.

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 **RP** [Redacted]
 BY _____ pas. _____
 (Title)

IN PRE [Redacted]
 [Redacted]
 (Address)

UN
 BY [Redacted] **CONTRACTING OFFICER**
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102
 (Official Title)