

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT DATE NO. 3 6-9-10 <hr/> 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, 3 rd 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 <u>June 9, 2010</u> , as follows:	
<ol style="list-style-type: none"> 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 \$5,255,186.18. 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 includes a general contractor fee (4%), Lessor project management fee (3%), Lessor overhead and profit fee (3%), one time Lessor origination/ interest fee (\$68,000- any financing savings to be credited to the government when TI overage is paid) and one time architectural additional service fee (\$195,791.43) which shall be due upon receipt of an original invoice submitted after completion, inspection, and final acceptance of the space by the Contracting Officer. 2. 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 #. 3. This SLA serves as a Notice to Proceed for the build-out of the tenant improvements such that the Lessor understands that ALL open Technical Review items from the 4/15/2010 "Dr. Checks" document must be closed prior to acceptance of the premises by the Contracting Officer and subsequent invoice for reimbursement of the tenant improvement overage. 4. Any future tenant improvement cost that causes an expenditure of funds by the Lessor shall be submitted in the form of a change order to be signed and approved by the Contracting Officer. At no time shall the Agency direct the Lessor or his contractor to make changes on the project. 5. Lease document SF2, dated 9/16/09, section 3 is hereby amended to read, "The monthly installments of annual rent shall be abated during the FINAL four months of the lease term." 6. Upon execution of this supplemental lease agreement, all related disputes concerning the start of the tenant improvement work is hereby discharged. 	
All other terms and conditions of the lease shall remain in force and effect.	
IN WITNESS WHEREOF, _____ has subscribed their names as of the above date.	
LESSOR RP 1600	
BY _____	<i>PM</i> _____ (Title)
IN PRESENCE _____	8300 UTICA AVE 3 RD FL CA 91730 _____ (Address)
	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST., FT. WORTH, TX 76102 (Official Title)