# GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT NO 9 PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. GS-07B-16642 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. 1.) Establish the Commencement Date of the lease rental payments; 2.) Establish the square footages of the leased space; 3.) Provide the annual rental amounts; 4.) Reestablish a termination (in whole or in part) date; 5.) Establish the lump sum amount for the third fire stairwell; 6.) Clarify the rent abatement terms; 7.) Establish that certain items will be maintained as additional services; 8.) Establish a completion deadline for Room 3098; 9.) Clarify the Broker Commission & Commission Credit; and 10.) Affirm Lessor's right to file a claim. 11.) All other terms and conditions are in full force and effect. IN W ubscribe their names as of the above date. BY: H Title Signa oll Ange 10470 Foothul Blud-Ste 100 (Address) Rancho Cicaminga (A 91730 General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 Contracting Officer

(Official Title)

# Supplemental Lease Agreement No. 9 LTX16642

The 1600 Lamar Building 1600 East Lamar Boulevard Arlington, TX 76011-4587

#### 1.) Commencement Date:

Whereas, the Government has been paying the rent on Phase I, which consists of 77,734 Rentable Square Feet (RSF), yielding 72,422 ANSI/BOMA Office Area square feet (USF), from February 25, 2011 through April 5, 2011. The commencement date of Phase II, which consists of 11,687 RSF, yielding 10,888 USF, shall be April 6, 2011. Included in the rent at no additional cost to the Government are 290 surface parking spaces for exclusive use of Government employees and patrons. The Lessor and the Government agree that the lease term is 15 years with 10 years firm and that the lease term began on April 6, 2011.

#### 2.) Square Footage:

The total square footage of the entire leased premises shall be 89,421 RSF, yielding 83,310 USF.

# 3.) Annual Rent:

The Government shall pay the Lessor annual rent as follows:

From February 25, 2011 thru April 5, 2011, the total annual rent for Phase I shall be \$1,761,024.90 at the rate of \$146,752.07 per month in arrears. The total annual rent consists of annual Shell Rent of \$1,117,036.97, annual Operating Costs of \$350,580.34 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$293,407.59. The Tenant Improvement amount includes \$30,136.39, which consists of \$2,511.37 per month of building-specific security cost.

From April 6, 2011 thru April 5, 2021, the total annual rent for the entire leased premises shall be \$2,152,960.00 at the rate of \$179,413.33 paid monthly in arrears. The total annual rent consists of Shell Rent \$1,284,979,77; Operating Costs of \$537,420.21 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$330,560.02. The Tenant Improvement amount includes annual amortized building-specific security of \$33,952.35.

From April 6, 2021 thru April 5, 2026, the Government shall pay the Lessor annual rent of \$1,822,399.98 (monthly rent shall equal \$151,866.67 paid monthly in arrears), which consists of shell rent of \$1,284,979.77 and annual operating costs of \$537,420.21 plus annual Operating Cost adjustments.

# 4.) Termination Option:

The Government may terminate this lease in whole or in part at any time on or after April 5, 2021 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination as to the part terminated. Said notice shall be computed commencing with the day after the date of mailing.

#### 5.) Third Fire Stairwell:

The Government shall reimburse the Lessor a total of \$467,138.66 for the cost of installing the third stairwell. Upon execution of this Supplemental Lease Agreement (SLA) by the Lessor and the Government, the Lessor may invoice for the lump sum payment in accordance with the procedures established in SLA 8.

#### 6.) Rent Abatement:

Lease GS-07B-16642, previously amended by SLA 3, dated June 9, 2010, is hereby further amended to clarify the terms under which the rent abatement shall occur. Four (4) monthly installments of annual rent shall be abated during Months 177 thru 180. Notwithstanding the above rent abatement schedule, should the Government terminate the Lease at any time on or after April 5, 2021, the Government shall still be entitled to all four months of rent abatement.

# 7.) Additional Services:

The following items will be maintained and/or replaced as needed at the Government's sole cost, unless the Lessor is engaged to perform such maintenance and/or replacement services as "additional services" under the Lease:

Gov't Initials: \_\_\_\_\_\_Lessor Initials: \_\_\_\_\_\_

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- a. Emergency diesel generator as well as the automatic transfer switch and the switch gear needed to transfer between normal and emergency power, including a standby generator if this is determined to be required by NRC;
- b. Diesel fuel oil supply;
- c. LAN room chillers, coolers, and related piping and controls;
- d. LAN room UPS, including related distribution units, batteries, and controls;
- e. Audio/Video equipment;
- f. Telephone equipment;
- g. In-wall data wiring;
- h. ; and
- i. Kitchen appliances, including those installed by the Lessor (e.g., disposals).
- j. Fixtures and equipment situated in the rooftop penthouse.
- k. Evacutrak and defibrillator equipment.

#### 8.) Room 3098:

Lessor agrees to use commercially reasonable efforts to substantially complete Room 3098 within 90 working days after the Government issues the Notice to Proceed with construction, subject to delays caused by an Event of Force Majeure (defined below). In the event of any change orders, each change order shall be evaluated by the Government for its impact on project cost and the construction timeframe. In cases where a change order will impact the construction schedule, the schedule will be adjusted per the inutual agreement of the Government and Lessor.

An Event of Force Majeure is hereby defined as follows: neither party shall be hable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### 9.) Broker Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of	of the firm term value of this
lease. The total amount of the commission is the lease. The Lessor shall	pay the Broker no additional
commissions associated with this lease transaction. In accordance with the "I	Broker Commission and
Commission Credit" paragraph, the Broker has agreed to forego	of the commission that
it is entitled to receive in connection with this lease transaction (Commission	Credit). The Commission Credit
is the Lessor agrees to pay the commission less the Commission	on 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 payment and continue as indicated in this schedule for adjusted Monthly Rent.

Third Month's Rental Payment of \$179,413.33 minus one third of the Commission Credit adjusted Third Month's Rent.	equals
Fourth Month's Rental Payment of \$179,413.33 minus one third of the Commission Credit equals adjusted Fourth Month's Rent.	j
Fifth Month's Rental Payment of \$179,413.33 minus one third of the Commission Credit adjusted Fifth Month's Rent.	equals

#### 10.) Lessor Claims:

The Government and Lessor acknowledge that this SLA No. 9 in no way impedes the Lessor's right to file a claim as enumerated by General Clause No. 37, 52,233-1, "Disputes."

# 11.) Other Terms and Conditions:

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

Gov't Initials: Lessor Initials:

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