

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-07B-16864**

ADDRESS OF PREMISES

Southwood Tower
19221 I-45 South
Shenandoah, TX 77385-8758

THIS AGREEMENT, made and entered into this date by and between RP SOUTHWOOD
whose address is

10470 Foothill Bl # 100,
Rancho Cucamonga, CA 91730-3754

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 October 18, 2012, as follows:

1. To establish the Commencement Date of the lease rental payments;
2. Establish the square footage of the leased space;
3. Provide the annual rental amounts;
4. To provide for payment of the total Tenant Improvement Cost and accept the Tenant Improvements as completed;
5. To provide for a Notice to Proceed for Change Orders (C/R's) 1, 2 and 3;
6. To change the total cost of the Tenant Improvements.
7. To provide for the payment of the total Tenant Improvement Cost.
8. Establish the Government's percentage of occupancy;
9. Establish the reduction amount for vacant space;
10. All other terms and conditions are in full force and effect

See Attached

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 below

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: _____
Name: Bill Anger
Title: pres
Entity Name: RP Southwood, LP
Date: 10/29/12

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/11/12

WITNESSED

Signature: _____
Name: Mich
Title: VP
Date: 10/29/12

Lease Amendment #2
LTX16864
Southwood Tower
19221 I-45 South, Shenandoah, TX 77385-8758

1. The Government accepts the leased space on October 18, 2012. The total lease term is ten (10) years with a firm term of five (5) years. Rent shall commence on October 18, 2012 and expire on October 17, 2022.
2. The office space square footage shall be 2,678 rentable square feet yielding 2,287 ANSI/BOMA Office Area square feet. The Government will occupy 4 secured parking spaces.
3. The Government shall pay the Lessor annual rent as follows:

From October 18, 2012 through October 17, 2017 the total annual rent shall be \$67,416.20 at the rate of \$5,618.02 paid monthly in arrears. The total annual rent consists of annual shell costs of \$32,537.70, annual operating costs of \$19,094.14, and amortized tenant improvement costs of \$15,784.36.

From October 18, 2017 through October 17, 2022 the total annual rent shall be \$67,217.80 at the rate of \$5,601.48 paid monthly in arrears. The total annual rent consists of annual shell costs of \$45,258.20, annual operating costs of \$21,959.60.

4. The amount of the Tenant Improvements to be paid over the first five years of the lease will be \$78,921.80 at 0% interest, or \$15,784.36 per year for five years.
5. Upon this Lease Amendment #2 to Lease GS-07B-16864 being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the Alterations required in Change Orders 1, 2 and 3 as they relate to the Tenant Improvement Scope of Work, all of which are depicted in the attached Exhibit A. Change Orders 1, 2, and 3 results in an overall cost increase of **\$12,910.00**, to be paid via lump sum. Following is a breakdown of the change orders:

Change Order	Cost
1	[REDACTED] (cabling)
2	[REDACTED] (extra insulation)
3	[REDACTED] (A/C Unit w/meter)
Total	<u>\$12,910.00</u>

6. As a result of Change Orders 1, 2, and 3, the Government and the Lessor agree that the total cost of the Tenant Improvements shall increase by **\$12,910.00** from **\$80,340.00** to **\$93,250.00**. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements covered by Change Orders 1, 2, and 3, by the anticipated date of completion.
The tenant build out will conform to the specifications in Lease #GS-07B-16864, and are to be provided by the Lessor as part of the total rental payment. The tenant build out costs of \$78,921.80 are amortized for a period of 60 months at 0%.

The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of **\$14,328.20** (\$12,910.00+\$1,418.20). The remaining balance of **\$78,921.80** shall be amortized monthly into the rent at the rate of **zero percent (0%)** over the first **five (5) years** of the lease as stated in paragraph 4 above. *Note: The tenant improvement amortization has been reduced by \$1,418.20 to be in line with the requested tenant improvement allowance.

WA
[Signature]

7. To submit for payment of the lump-sum-payment, the Lessor agrees to provide to the Government an invoice printed on the same letterhead as the named on this lease, which shall include the Lease number, building address, and the price and quantity of the items delivered. **The invoice shall reference the number PS0024905** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service center at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following address:

General Services Administration
ATTN: Michael Sianan
819 Taylor Street, Room 5A18
Fort Worth, TX 76102
Direct 817-978-1504

8. The Government occupies 3.42% of the total building. All real estate taxes are included in the annual rent. There are no annual rent adjustments for changes in real estate taxes.
9. In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating rent shall be reduced by \$5.00 per foot for the square footage vacated.
10. All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials _____

Lessor Initials: _____