


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|--|---------------------------------------|--|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO 6 | DATE <u>8/15/12</u>  8/7/12 |
| | TO LEASE NO. GS-07B-16876 | |

ADDRESS OF PREMISES: 12515-7 Research Blvd., Austin, TX 78759-2251


THIS AGREEMENT, made and entered into this date by and between RP Property Owner, LP whose address is 11766 Wilshire Blvd., Suite 1450, Los Angeles, CA 90025-6570 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.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Government's percentage of occupancy; and
- 6.) establish the adjustment for vacant space; and
- 7.) to provide for lump sum payment; and
- 8.) to restate the commission and commission paragraph; and
- 9.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

| | |
|---|------------------|
|  | <u>President</u> |
| Signature | Title |

ROBERT LEE

Printed Name

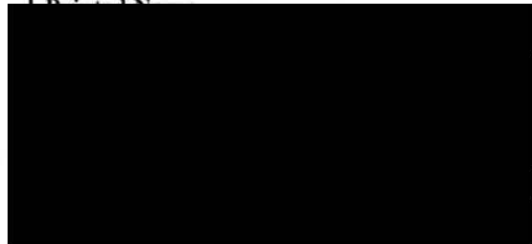
| | |
|---|-------------------------------------|
|  | <u>11766 WILSHIRE BLVD, 15TH FL</u> |
| | (Address) |

ALEX LOWE

Printed Name

LOS ANGELES, CA, 90054

City, State, Zip

| | |
|---|--|
|  | General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 <u>Contracting Officer</u> (Official Title) |
|---|--|

Supplemental Lease Agreement No. 6
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Austin, TX 78759-2251

1.) The tenant improvements have been substantially completed and the government accepts the leased space on July 25, 2012.

2.) The commencement date of the rental shall be July 25, 2012 and shall expire on January, 24, 2027

3.) The office space square footage shall be 48,213 rentable square feet yielding 42,861 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From July 25, 2012 through January 24, 2015 the total annual rental shall be \$482,130.00 at the rate of \$40,177.50 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$6,242.71, annual Operating Costs of \$239,618.64 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$230,444.93, and annual Building Specific Security Costs of \$5,823.72.

From January 25, 2015 through January 24, 2022 the total annual rent shall be \$1,412,640.90 at the rate of \$117,720.08 paid monthly in arrears. The total annual rent consists of Shell Rent of \$936,753.61 and Operating Costs of \$239,618.64 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$230,444.93, and annual Building Specific Security Costs of \$5,823.72 .

From January 25, 2022 through January 24, 2027 the total annual rent shall be \$1,687,455.00 at the rate of \$140,621.25 paid monthly in arrears. The total annual rent consists of Shell Rent of \$1,477,836.36 and Operating Costs of \$239,618.64 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs or Building Specific Security costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 19.18% (48,213 Rentable Square Footage, (RSF) /251,404 RSF) and the new Base Year for taxes shall be the taxes in the year of 2012.

6.) The Government's adjustment of vacant space shall be a reduction of \$0.80/ABOA

Gov't Initials Dg

Lessor Initials: my

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7.) The total cost of the Tenant Improvements is \$2,451,311.43. 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 \$868,510.43. The remaining balance of \$1,582,801.00 shall be amortized monthly into the rent at the rate of eight percent (8%) over the first ten (10) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0022655** 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 line at 817-978-2408.

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

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Dusty Griffith
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

8) In accordance with SFO Paragraph 2.3, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit.

Gov't Initials

Lessor Initials:

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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 upon the thirty-first month, and shall continue as indicated in this schedule for adjusted Monthly Rent:

Thirty-First Month's Rental Payment \$117,720.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Thirty-First Month's rent.

Thirty-Second Month's Rental Payment \$117,720.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Thirty-Second Month's rent.

Thirty-Third Month's Rental Payment \$117,720.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Thirty-Third Month's rent.

Thirty-Fourth Month's Rental Payment \$117,720.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Thirty-Fourth Month's rent.

9.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials *WJ*

Lessor Initials: *MP*