

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-07B-16861 DATE 2-14-12 PAGE 1 of 2

ADDRESS OF PREMISES
2250 West John Carpenter Freeway, 4th Floor, Irving, TX 75063-2764

THIS AGREEMENT, made and entered into this date by and between **6600 E CAMPUS, INC.**

whose address is 4400 MACARTHUR BLVD, SUITE 720
NEWPORT BEACH, CA 92660

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 January 2, 2011, as follows: to accept the space in as is condition, and to start rental payments. Rental payments to include shell rent and operating rent only. Operating rent will be provided at the negotiated vacant space amount.

Paragraphs 2, 3, 4 and 9 are deleted in their entirety and replaced with the following. Paragraph 20 is added.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 2, 2012 through January 1, 2022, subject to termination and renewal rights as may be hereinafter set forth."

"3. From January 2, 2012 through January 1, 2017, the Government shall pay the Lessor annual rent of \$500,936.14 in arrears, which includes annual operating costs of \$77,673.30. This amount is comprised of the annual operating expenses, less the negotiated vacant space reduction.

From January 2, 2017 through January 1, 2022, the Government shall pay the Lessor annual rent of \$479,678.82 in arrears, which includes annual operating costs of \$77,673.30. This amount is comprised of the annual operating expenses, less the negotiated vacant space reduction.

Upon completion of tenant improvements and acceptance of beneficial occupancy by the agency, the rent will be adjusted to include the negotiated amortized tenant improvements, and the full operating rent per the lease agreement.

Rent for a lesser period shall be prorated. Rent payments shall be made to:



"4. The Government may terminate this lease in whole or in part at any time on or after January 1, 2017 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 6600 E. Campus, Inc.

SIGNATURE Michael J. Everly NAME OF SIGNER Michael J. Everly
ADDRESS 515 S. Figueroa LA, CA 90071

SIGNATURE _____ IN PRESENCE OF _____
NAME OF SIGNER _____
ADDRESS _____

SIGNATURE Eduardo O. Perez NAME OF SIGNER Eduardo O. Perez
OFFICIAL TITLE OF SIGNER Contracting Officer

"9. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$821,893.50 (23,823 USF x \$34.50) shall be amortized through the rent for five years at a rate of 8.0%. The Government intends to use less than this tenant improvement amount, but has the right to use this amount in full. Once the total amount of reduction is established by the Government, the total actual amount of tenant improvements utilized will be documented in a subsequent SLA."

"20. It is understood that the Broker Commission and Commission Credit will be adjusted according to the actual Tenant Improvement Allowance that is used. These amounts will be reconciled in a future SLA upon acceptance of the work."

INITIALS:  LESSOR
GOVT