

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 16

DATE
9-13-01

TO LEASE NO.
GS-07B-13867

ADDRESS OF PREMISES 2601 Meacham Blvd.,
Fort Worth, Texas

THIS AGREEMENT, made and entered into this date by and between Mercantile Partners, L.P.

whose address is 2650 Meacham Blvd
Fort Worth, TX 76137

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 May 1, 2001, as follows:

1. The purpose of this Supplemental Lease Agreement No. 16 is to establish the occupancy date for the [redacted] space on the 5th floor (Suite 500) which was initially planned for 18,500 usf (21,275 rsf). This SLA also clarifies negotiated changes as agreed to by the Government and the Lessor. On April 24, 2001, the City of Fort Worth issued a Certificate Of Occupancy for both Suite 500, to be occupied by the Government [redacted] and the Lessor's Public Corridor. A copy of both Certificates are attached hereto. Lessor has delivered to the Government, the original Certificate of Occupancy, for the Government's display in the [redacted] leased premises. Government is aware that the Certificate Of Occupancy must be posted in a visible place at all times, as required by the City of Fort Worth's code.
2. Rent for this block of space shall begin on May 1, 2001. **Effective May 1, 2001, the Government will increase the rent as follows for the 18,500 usf on the 5th floor:**

\$378,444.13 per annum at the rate of \$31,537.01 per month in arrears (\$20.46 usf or \$17.79 rsf).
3. Construction costs per RJMA dated April 7, 2001, for the Government totaled \$267,406.52. In addition, the Government agreed to a developer fee of \$13,000.00. There were not any additional architectural/engineering fees to be reimbursed to Lessor for the [redacted] space. The total Government costs in excess of the SFO is \$280,406.52. The Government will amortize \$280,406.52 over a period of 60 months at an annual interest rate of 12%. Exhibit 1, dated May 4, 2001 is attached and made part of the lease.
4. The lease term for this block of space shall run concurrent with the existing lease.

Continued on page 2

[Redacted Signature]

(Signature)

Vice President - Development

(Title)

[Redacted Address]

(Address)

UNITED STATES OF AMERICA
BY [Redacted]

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102
(Official Title)

Attached to and made part of Lease GS-07B-13867, SLA #16
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5. Upon measurement of the space, it was acknowledged that the actual space that the [redacted] consists of is 18,769 usf. However, the Lessor had agreed to lease the additional 269 usf to the Government at no additional cost until the expiration of the original lease term. Upon renewal, the Government will pay the Lessor the applicable rental rate for the [redacted] premises, which is acknowledged to be a total of 18,769 usf.
6. The [redacted], as provided under the [redacted] Special Requirements has been installed and the Government has approved the material product and installation of the [redacted]. It is specifically noted that there were some carpet fibers, as identified by Patrica Moriaty [redacted] (Washington), that were trapped between the [redacted] and window. There were some scratches that appear to have been made during the furniture installation by the Government's contractor. These items were thoroughly discussed and upon recommendation by the [redacted], the Government has approved the [redacted], as installed. In the event the Government should desire to replace any or all of the [redacted], it will be at the sole expense of the Government. The [redacted], originally installed, is generally described as being located on the west window wall parallel to column line "B" and extending from column line 3 to column line 6; turning to the east on the north and south intersecting walls to the second window mullions on the north and south walls. The north window wall is parallel to column line 3. The south window wall is paralleled to column line 6. The extent of the security is identified with a dashed line on the HKS, INC. drawing sheet No. IA-2.5w, revision #1 "Final Approval Revisions" dated 05 January 2001. Any future additional [redacted] must be clear and the installation must be comparable to the existing [redacted]. It is specifically agreed that the Government must submit prior to any installation of additional [redacted] appropriate documentation for the Lessor's approval.
7. Due to security requirements by the [redacted], the Greenleaf Hardware, included some items that did not meet the City of Fort Worth's codes and were disallowed by the City. Certain items of the Greenleaf Hardware were not approved by the City and most likely would not conform to the Texas Accessibility Standards requirements for handicap accessibility. The Lessor's general contractor, RJ Miller & Associates, provided those certain Greenleaf Hardware items that the City of Fort Worth had disallowed to the [redacted]'s representative for the Government, inasmuch as the Government paid for the hardware items in the costs previously approved by the Lessor to the Government. At the time the City of Fort Worth disallowed the Greenleaf Hardware, the hardware had already been purchased and was at the project site.
8. Conduits and Cabling that belong to and for the exclusive use by the Government [redacted] that currently travel through the Government [redacted] leased space were identified and resolved as follows:

- a. 4" Ferrous Conduit – the conduit houses a 1 1/2" shielded Heliax cable and a 5/8" shielded Heliax cable. The 1/2" line is routed to the helipad. The Heliax cable cannot be cut or spliced for re-routing. The Government has approved the 4" Ferrous Conduit to remain within the space to be utilized by the [redacted].
- b. Multi-Conductor Cable – used for telephone lines by the Government [redacted]. The Government [redacted] at its sole expense rerouted the multi-conductor cable outside the space to be utilized by the [redacted].
- c. Category 5 – this cabling is the blue cabling that runs on top of the 4" conduit {item 1 above}. The Government has approved for the category 5 cabling to remain within the space to be utilized by the [redacted].
- d. Fiber Optic – this cable line is the orange cabling that runs on top of the 4" conduit; which provides in-house [redacted] Lan connection. The Government has approved for the fiber optic cabling to remain within the space to be utilized by the [redacted].

Lessor, through its architect, HKS, INC., provided a sketch depicting the existing conduit and cabling items discussed above. The sketch included notes identifying each conduit and cable. The information from which this sketch was generated was provided by the Government to Lessor and its architect, HKS, INC. The Lessor and/or its architect, HKS, INC., shall not be responsible to the Government for any inaccuracy or error contained in this sketch. The sketch was provided only as a courtesy and working tools to resolve the conduit and cabling issues. It is specifically understood that the Lessor shall not, at any time in the future, be responsible for acts or costs should the Government desire to relocate any of the existing conduits and cabling that are located within the leased premises to be utilized by the Government [redacted].

9. The Lessor has agreed to allow the Government [redacted] to place its transmitter and receivers [self-contained units] in the atrium area of the penthouse, at no cost to the Government throughout the original lease term and any subsequent renewals by the Government [redacted]. The Government cannot, at any time, utilize this designated area for any other purpose than the location of the [redacted] equipment approved in 2001 by Lessor. In the event technological changes in the future that would necessitate the [redacted] to re-configure these receivers/self-contained units the Government will notify the Lessor in writing of any changes and provide an appropriate sketch. Should future changes necessitate more space than has been approved, the Government must secure Lessor's approval. The Lessor reserves the right to charge a rental fee on any area larger than the originally approved space, as identified on the attached document, prepared by HKS, INC. and dated November 20, 2000. In the event the Government [redacted] should need to re-configure the transmitters and receivers, and such re-configuration must receive prior approval by Lessor.

Gov't	Lessor

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10. Heavy Floor Safes, Files/Cages – that the Government originally discussed to be located within the space to be utilized by the [REDACTED] were determined to be of a weight so as to require their location(s) to be in a specified area. Descriptions and Weights of the items were provided by the Government for review by HKS, INC., who provided structural engineering to Lessor. The exact placement was noted and approved so that the weights did not exceed the live loads for the floor system. See the attached letter, as issued by the structural engineer for HKS, INC. and paid for by Lessor. The Government will be responsible for damages, of any kind, resulting from the Government's re-location or re-configuration of these items. Additionally, in the event the Government locates other items that exceed the live floor limits within any of the leased spaces that exceeds floor loads in the SFO, the Government will be solely responsible. Lessor has advised Government that it would suggest the Government have any item(s) which could exceed the live floor limits be reviewed by a structural engineer; and this would hold true in the event the item(s) were being re-located or re-configured. The structural review cost will be the responsibility of the Government. Lessor, its employees, agents, representatives shall not have any responsibilities or liabilities, of any kind, if the Government places any items in the building which exceed the live floor limits. The live floor load is 50 Pounds Per Square Foot plus 20 Pounds Per Square Foot for partitions. This is in accordance with the SFO lease documents. There are certain areas in the building which the Government required to exceed these limits to meet the then known demands of the Government [REDACTED]. No floor areas exceeding the SFO lease requirements exist on the fifth floor.
11. The Government provided a copy of the Texas Sales and Use Tax Exemption Certification for use by Lessor's contractors. RJ Miller & Associates, its subcontractors and material suppliers have used the Government certification. Accordingly, sales taxes have been exempted. In the event the Comptroller of Public Accounts, State of Texas, should deny any part or all of the exemptions taken, or access any claims against the Lessor, its general contractor, the material suppliers or subcontractors of the general contractor, then the Government will be responsible to make full and complete restitution, including any fines assessed.
12. Lessor has agreed that the Government [REDACTED] will be allowed to install up to six (6) antennas. No antenna shall exceed 25'0" in height, unless specific approval is given by Lessor. Prior to the installation of any antenna, Government must provide appropriate information to Lessor and secure Lessor's approval. Government should include its preferred location of the antennae for Lessor's approval. Government should include its preferred location of the antenna that exceeds the restrictions stated herein, and it should be required by Lessor that the antenna be re-located or removed. The Government shall be responsible for all costs, including but not limited to roof repairs. Attached is a sketch that provides the current location of the existing Government [REDACTED] antenna approved and installed.
13. In the final phases of development and during construction, the Government authorized changes that are not reflected in the signature set of plans between the Government and Lessor. The costs of these changes were incorporated into the total project costs provided to the Government by Lessor.
14. The base for escalation of operating cost shall be \$6.11 usf (\$5.31 rsf) for this block of space, with base year of 2001, to escalate in October 2002.

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

INITIALS

Gov't	Lessor
<i>[Signature]</i>	<i>[Signature]</i>