GENERAL SERVICES ADMINISTRATION
PUBLK BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 12

DATE 12-5-07

TO LEASE NO.
GS-07B-14933

ADDRESS OF PREMISES
J. Gordon Shanklin
One Justice Way
Dallas, Texas 75220

THIS AGREEMENT, made and entered into this date by and between Cowperwood Dallas I, L.P.

whose address is
245 Commerce Green Blvd.
Suite 140
Sugar Land, TX 77478

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 UPON EXECUTION BY THE GOVERNMENT, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) No. 12 is to install (1) 10 ton Trane Chilled Water

Fan Coil Unit and remove (1) 3 ton, 3200 CFM Trane Chilled Water Fan Coil Unit in the Server Room (Room 4303)

and to authorize a one-time lump sum payment in the amount of $38,630.98. Also, to restate the base rate for

adjustment and increase the operating costs for additional electrical usage by .047735 rsf. The cost is based

on a 7 ton unit which is the difference between the 3 ton being removed and the 10 ton being added. After the

(1) year warranty the Agency will assume all maintenance requirements of the unit. Estimated start date will be


II. Paragraph 24 Is hereby added to the lease as follows:

"24. It is mutually agreed to between the parties that in consideration of a one-time lump sum payment in the amount of $38,630.98

the Lessor shall provide all labor, materials and equipment necessary to perform the installation of the unit."

III. Paragraph 11 is deleted in its entirety and restated as follows:

"11. This lease is subject to annual operating cost adjustments as provided in paragraph 3.9 of the Solicitation for Offers No.

9TX0448. The base rate for adjustment is established at $1,129,396.71 or $5.877735 per rentable square foot. The base cost

of services is being revised to accommodate the increase in additional electrical costs."

IV. Paragraph 3 is deleted in its entirety and restated as follows:

"3. The Government shall pay the Lessor annual rent of $6,042,883.71 at a rate of $503,573.64 per month in arrears. Rent for

a lesser period shall be prorated. Rent checks shall be made payable to: Cowperwood Dallas I, L.P., 245 Commerce Green

Blvd., Suite 140, Sugar Land, TX 77478 Attn: Robyn Lee, Controller."

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 above date.

LESSOR

BY

Vice President

(Address)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION

1100 COMMERCE STREET, DALLAS, TX 75242

Office Title

GSA Form 276 (Jul. 67)