

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 9

DATE

November 18, 1994

(6 sheets total)  
TO LEASE NO.

GS-07B-13867

ADDRESS OF PREMISES 2601 Meacham Boulevard  
Fort Worth, TX 76137

THIS AGREEMENT, made and entered into this date by and between American Manufacturing Company of Texas, DBA Amcot Partners

whose address is 3602 North Sylvania Street  
Fort Worth, TX 76111

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 October 28, 1994, as follows:

The purpose of Supplemental Lease Agreement No. 9 is to revise the total amount of space under lease by adding 87 net usable square feet (NUSF) of space to the lease at no additional rental cost to the Government; to add Paragraph 11 to reflect the Government's acknowledgment that the building meets handicapped accessibility standards; to add Paragraph 12 to specify responsibilities of the lessor and the Government concerning maintenance, repair and upkeep of the Government-owned backup power generator in the building and the consideration exchanged between the parties for assumption of the responsibilities identified; and to reflect the Government's acceptance of the base building, including leasehold improvements and equipment in the building and other improvements constructed on the site comprising the premises; and to provide for the Government's estoppel certification, herein called Lessee's Estoppel Certificate and labeled Exhibit F, concerning this lease upon lessor's written request.

1. The Government hereby acknowledges its acceptance of the base building, including leasehold improvements and equipment in the building and other improvements constructed on the site, comprising the premises provided under lease contract No. GS-07B-13867, all Supplemental Lease Agreements thereto, and SFO No. R7-68-91, as amended.

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.

L [Redacted] as, DBA Amcot Partners

B [Redacted] President & General Manager  
(Title)

Executive Vice President, Omni Group, Inc., [Redacted]

Fife [Redacted]

UNITED STATES OF AMERICA

BY [Redacted] CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Signature) (Official Title)

2. Paragraph 1 of this lease is hereby deleted in its entirety and the following is substituted therefor:

"1. The lessor hereby leases to the Government the following described premises:  
207,715 net usable square feet of office and special purpose space located on six floors of a six story building constructed on a site located at Mercantile Center and bearing the municipal address of 2601 Meacham Boulevard, Fort Worth, TX 76137. The legal description of the land is designated as 'Exhibit A' to Supplemental Lease Agreement Number 6. In addition to such space and site, the premises include 984 secured parking spaces and 10 covered spaces and one helistop with pads to park two helicopters. The site plan for the leased premises is designated 'Exhibit B-1' to Supplemental Lease Agreement Number 6. The premises are to be used for such office and special purposes as determined by General Services Administration and such purposes shall be consistent with the quality of the premises and the purposes for which it was constructed and in accordance with the standards and/or covenants for Mercantile Center."

3. Paragraphs number 11, 12, 13 and 14 are hereby added to and made a part of this lease to read as follows:

"11. The Government and the Lessor agreed that the premises include approximately 87 net usable square feet of space located on the first floor at the Southeast corner of the Supply Holding Area of the premises; such space being provided by the lessor and accepted by the Government on an "AS IS" basis, without any finish out or other leasehold improvements being required therein from the Lessor, notwithstanding any other requirements of SFO R7-68-91 or this lease to the contrary. This 87 net usable square foot area shall be included in the premises without increase in the base monthly rental due for the original lease term of this lease and thereafter included in the premises at the applicable lease rate for any period beyond the original term of this lease. This 87 net usable square foot area shall be maintained by the Government, at the Government's sole expense, as part of the premises and the Government may finish out such space at no expense or cost the Lessor pursuant to plans and specifications and for such uses as are mutually acceptable to the Lessor and the Government."

"12. The Government hereby accepts the base building's handicapped accessibility and acknowledges that its design was in compliance with the Texas Department of Licensing and Regulation's Texas Accessibility Standards, Article 9102 of the Texas Civil Statutes. Lessor and Government agree that the building, including leasehold improvements and equipment in the building and other improvements constructed on the site, was constructed to comply with those same standards and was constructed in accordance with the approved design."

"13. In consideration of the Government's allowing the lessor the continuing right to keep in place the existing connections which attach the existing lights in the building to the Government-owned backup power generator and to use power from the Government-owned backup power generator for those existing emergency lights, the lessor hereby agrees to cause to be performed any and all actions necessary to maintain the said Government-owned backup power generator in good and sound working order by causing to be performed in a proper and timely manner any and all maintenance recommended by the manufacturer of the Government-owned backup power generator. The Government recognizes and agrees that Lessor intends to carry out its maintenance obligations with respect to the Government-owned backup power generator by engaging, at Lessor's sole cost, a third party maintenance contractor to conduct such maintenance and that such contractor shall be granted access to the premises and to any and all manuals, service records, books or technical information in the Government's possession which relate to its backup power generator, the operations, maintenance and/or repairs thereto for such purposes.



The Government shall be responsible for any repairs to its backup power generator. Should any testing or similar evaluative activity indicate that the Government-owned backup power generator is in any way less than fully operational or less than fully capable of performing at its rated capacity, the lessor hereby agrees to carry out or cause to be carried out immediately any and all such normal maintenance, and the Government hereby agrees to carry out or to cause to be carried out immediately any and all such repairs or replacement actions as are needed to restore the said Government-owned backup power generator to a good and sound working order and its full operational capabilities. Lessor's maintenance responsibilities shall not include maintenance caused by or necessitated by acts of the Government or its employees or its invitees. The Government hereby agrees to carry out or cause to be carried out immediately, and at its sole expense, any repairs necessary or advisable to restore the said Government-owned backup power generator to its fully operational capabilities. In the event the Government-owned backup power generator must be replaced for any reason, the Government, at its sole cost, shall immediately provide and install the replacement generator equipment with the correct capacity unit and being compatible with existing equipment.

The Government agrees to cooperate with the Lessor in meeting its obligations by making available to the Lessor any and all manuals, service records, books or technical information in its possession which relate to the Government-owned backup power generator, its operation, its maintenance or its repair and by cooperating with the Lessor in the scheduling and the conduct of any required maintenance to be performed by the lessor under this paragraph.

The Government specifically acknowledges that repairs and/or replacement of the Government-owned backup power generator is the responsibility of the Government and not the lessor's obligations under this paragraph of this lease contract. The Government will promptly notify the Lessor of any failure on the Lessor's part to carry out the Lessor's maintenance responsibilities under this paragraph of this lease contract and will allow the lessor a reasonable amount of time to meet those obligations. The lessor specifically acknowledges and accepts all responsibilities for the continuous and proper functioning of all emergency exit lighting systems in the building except for repair and replacement of the Government-owned backup power generator as specified in this paragraph."

"14. For the purposes of evidencing the status of this lease from time to time, in connection with any sale, financing, assignment of rent or other transaction by lessor involving this lease or the premises, within thirty (30) calendar days following Lessor's written request to the Government, the Government shall execute and deliver to the Lessor a current estoppel certificate addressed to the Lessor and/or its designee and estoppel certificate substantially in the form of the Lessee's Estoppel Certificate, Exhibit F, attached to this Supplemental Lease Agreement and confirming such additional facts relating to this lease or the premises as requested by Lessor.



LESSEE'S ESTOPPEL CERTIFICATE

As of the date of this Certificate, UNITED STATES OF AMERICA as Lessee hereby certifies and covenants to AMERICAN MANUFACTURING COMPANY OF TEXAS dba AMCOT PARTNERS as Lessor as follows:

(a) The lease agreement between Lessor and Lessee consists of the documents described on the schedule to this Certificate (collectively, the "Lease") covering premises described in and demised under the Lease and generally known as 2601 Meacham Blvd., Fort Worth, Texas 76137 (the "Premises"). The Lease represents the entire agreement between Lessor and Lessee regarding the Premises, is valid and enforceable in accordance with its terms, is in full force and effect, and has not been modified or amended except as noted above.

(b) The effective date of the Lease is October 29, 1993, and the original lease term of the Lease commenced as of October 29, 1993, and ends as of October 28, 2013, except that Lessee has been granted a right of early termination after the 18th year of the lease term of the Lease as provided in the Lease.

(c) Lessee has paid Lessor the pro-rated rent for the period of October 29, 1993 through October 31, 1993 and Lessee commenced the payment of the monthly installment of rental in the amount of \$253,652.21 in arrears under the Lease on the first day of November, 1993, and has paid such monthly rental in arrears through October 31, 1994. No rentals or other payments in advance have been paid by Lessee. No security or other deposits have been paid or are due under the Lease. There are no offsets or credits against rentals and Lessee has no claims, demands, defenses, counter-claims or offsets with respect to any obligations under the Lease.

(d) To the best of Lessee's knowledge and belief, Lessee is not in default under the Lease and there are no circumstances existing which, with or without notice or the lapse of time or both, could constitute a default of Lessee under the Lease.

(e) All building and other improvements and equipment comprising the Premises required to be furnished by Lessor under the Lease through the date of this Certificate have been fully and satisfactorily completed in all respects by Lessor and Lessee has accepted the same and is occupying the Premises, which occupancy commenced October 29, 1993.

(f) To the best of Lessee's knowledge and belief, Lessor has fulfilled all of its commitments of an inducement nature, Lessor is not in default in any manner in the performance of the Lease and there are no circumstances existing which, with or without notice or the lapse of time or both, could constitute a default of Lessor under the Lease or entitle Lessee to offsets or defenses against the payment of rent or performance of the Lease.



(g) Lessee has received no options or rights to extend the lease term of the Lease or to expand or reduce the Premises or require additional improvements or equipment to be furnished by Lessor other than one expansion option that has been exercised by Lessee prior to the date of this Certificate and that certain one remaining expansion option as set forth in the Lease, and Lessee has received no options or rights to purchase the Premises or any part thereof.

This Certificate is executed by Lessee in connection with the Lease with the intention that Lessor may fully rely upon Lessee's certifications and covenants made in this Certificate. This Certificate shall in no manner modify or amend the Lease or any provisions thereof. This Certificate shall be binding upon Lessee, its successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

In witness whereof, this Lessee's Estoppel Certificate is dated and executed November 18, 1994 by Lessee acting by its duly authorized representative.



LESSEE:

UNITED STATES OF AMERICA



By: Harold K. Hebert  
Title: Contracting Officer

