

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL AGREEMENT
NO. 11**

**DATE
May 18, 1995**

**TO LEASE NO.
GS-07B-13867**

ADDRESS OF PREMISES 2601 Meacham Boulevard



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

**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 April 1, 1995, as follows:

The purpose of this Supplemental Lease Agreement Number 11 is to increase the monthly rental paid as of July 1, 1995, by the amount of \$1,891.67 per month in return for the lessor's maintaining a constant and revised range of 72 degrees to 76 degrees Fahrenheit for floors 1, 2, 3, 4, and 6 and to provide for a lump sum payment of \$3,783.34 as full and complete compensation for the lessor's having provided heating and cooling between those same temperature ranges during the months of November 1994 March 1995.

1. Paragraph 3 is hereby deleted in its entirety and the following is substituted therefor:

"3. The Government shall pay the lessor annual rental at the following rates beginning July 1, 1995:

Years 1-6: \$3,098,515.07 at the rate of \$258,209.59 per month;

Years 7-12: \$3,231,396.95 at the rate of \$269,283.08 per month.

Years 13-20: \$3,542,838.95 at the rate of \$295,236.58 per month.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to Mercantile Partners, L.P., a Texas Limited Partnership, 3602 North Sylvania, Fort Worth, TX 76111."

**P.O. Box 7006
Fort Worth, Texas 76111**

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 Mercantile Partners, L.P., a Texas Limited Partnership

President & General Manager

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2. Paragraphs Number 15 are hereby added to and made a part of this lease to read as follow:

"15. In consideration of a rental increase in the amount of \$22,700.04 per annum effective July 1, 1995, Lessor hereby agrees to maintain the leased premises, including appurtenant areas inside of the building, on floors 1, 2, 3, 4, and 6 within a temperature range of 72 to 76 degrees Fahrenheit year round. This agreement replaces and supersedes any and all other temperature range requirements elsewhere in this lease agreement. The Government agrees to cooperate with the lessor by responding to verbal requests from the Lessor's Property Manager to leave window blinds in a closed position on said floors. Lessor agrees to minimize such requests."

"16. In consideration or receiving a one-time lump sum payment of \$3,783.34, the lessor agrees to relinquish any and all claims to additional compensation for having provided heating and cooling within a temperature range of 72 to 76 degrees Fahrenheit to the leased premises from November 1994 through March 1995. Said lump sum payment is hereby authorized and will be paid upon execution of this Supplemental Lease Agreement by the parties to it. All parties agree that payment for the revised temperature ranges provided between April 1, 1995, and June 30, 1995, will be made as lump sum payments upon submission of invoices to GSA by the Lessor."

