

NO. 11 12

August 31, 2000

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-13867

ADDRESS OF PREMISES 2601 Mecham Boul
Fort Worth, Texas 76137

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
Fort Worth, Texas 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 August 31, 2000, as follows:

The purpose of this Supplemental Lease Agreement is to provide for alterations necessary to reconfigure space occupied by Fort Worth Federal Credit Union (FWFCU) on the first floor of the building.

1. The Lessor shall provide, maintain, and install certain alterations in accordance with the following:
 - (a) General Conditions for Lease Alterations.
 - (b) Plan with revised date of August 3, 2000.
 - (c) Nine pages of details prepared by McCleary German Architects.
2. This alteration work shall commence as soon as possible on or after September 5, 2000.
3. Working hours for this work shall be from 7:00 AM to 6:00 PM Monday through Friday, and from 8:00 AM to 3:00 PM on Saturday.
4. Total construction time for this work shall not exceed 35 days from beginning of work after the permit is issued by the City of Fort Worth.
5. Data cabling shall be provided by FWFCU contractor. Lessor's contractor for this work shall coordinate in advance with data cable contractor to arrange the best time for the data cable contractor to install the data cables. Installation of the data cables is anticipated to take less than one day.
6. Laminates to be used are Wilsonart 4622-60 "Grey Nebula" and ~~S-3-167~~ ^{S-3-167} "Nevamar".
7. The Lessor hereby waives restoration as it applies to these alterations.
8. In consideration of the above, the Government shall pay the Lessor a one time lump sum payment of \$33,262.90, payable in arrears in accordance with the lease, after final acceptance by the Government of the work specified in this Supplemental Lease Agreement. Such acceptance shall not be unreasonably withheld.

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.

BY

Managing Trustee
(Title)

V.P. - Development

(Address)

UNIT

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

GENERAL CONDITIONS FOR LEASE ALTERATIONS:

1. OWNERSHIP, MAINTENANCE AND RESTORATION

The lessor, unless otherwise stated under the terms of this SLA:

- A. Shall retain ownership of all work accomplished.
- B. Shall maintain all work accomplished.
- C. Waives restoration for all work accomplished.

2. WORKING HOURS

A. Unless otherwise specified, all work will be performed during the customary working hours of the trades involved. Work performed by the lessor at his own volition outside such customary working hours shall be at no additional cost to the Government.

B. Any requests received by the lessor from the occupant to change the hours of work shall be referred to the GSA Contracting Officer for determination.

3. SUBCONTRACTS

A. Nothing contained in this SLA shall be construed as creating any contractual relationship between the Government and any subcontractor.

B. The lessor shall be responsible for all acts and omissions of his own employees and of any subcontractors and their employees.

C. The Government will not undertake to settle any differences between or among the lessor, subcontractors, or suppliers.

4. CHANGES

The GSA Contracting Officer may at any time, by a written order, make changes within the scope of this SLA at any time. Such changes include correcting problems arising from on-site conditions and/or better definition of requirements. If a change causes an increase or decrease in the cost of or the time required for work performance, an equitable adjustment shall be made by increasing or decreasing the lump sum payment or by revision of the delivery schedule. Failure to agree to any adjustment shall be a dispute over facts under the Disputes clause of the lease. However, nothing in that clause shall excuse the lessor from proceeding with the SLA as changed.

5. TIME EXTENSIONS

Notwithstanding any other provisions of this SLA, it is mutually understood that any time extension for changes in the work will depend on the extent, if any, by which the actual change delayed completion of the required work.

INITIALS	
GOVT	LESSOR
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>

13. ACCIDENT PREVENTION

The lessor shall use physical means to restrict access by, or direct the flow of, pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

14. FIRE AND OTHER SAFETY HAZARDS

The lessor shall take every reasonable precaution to prevent fires or the creation of other environmental hazards during the performance of the work described herein. Combustible materials shall be properly stored. Trash shall not be allowed to accumulate at the job site and shall be removed at least daily. Paint product containers shall be kept sealed at all times except when in use.

15. SUPPLIES AND MATERIALS

Unless otherwise specified, the lessor shall furnish all supplies and materials necessary for performance of the work described herein. All such supplies and materials shall be commercially available, first line, products of reputable manufacturers or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request by the GSA Contracting Officer, the lessor shall provide a list giving the manufacturer's name, the brand name, and the intended use of each of the supplies or materials he proposes to use in the performance of the work. The lessor will not use any supplies or materials which the GSA Contracting office determines would be unsuitable or otherwise harmful.

16. LESSOR EMPLOYEES

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151, or who presents evidence from the U.S. Immigration and Naturalization Service that employment will not affect his immigration status.

17. EXTRAS

Except as otherwise provided in this SLA, no charge for extra work, supplies, or materials, will be allowed unless they were ordered in writing by the GSA Contracting Officer and the price was stated in the order.

18. PRICING OF ADJUSTMENTS

Price adjustments made pursuant to the provisions of the Changes clause of the lease or any provision of this SLA shall be made in accordance with 48 CFR, Federal Acquisition Regulation, Part 31, Contract Cost Principles and Procedures, in effect on the date of this SLA.

19. DEMOLITION, DEBRIS AND CLEANUP

A. Unless otherwise specified, all materials removed under the provisions of this SLA shall become the property of the lessor who shall remove them from the job site.

INITIALS	
GOVT	LESSOR
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>

B. The lessor shall remove and dispose of all debris as it accumulates, but not less than daily. Upon completion of the work, all dirt, dust, spatters, droppings, smudges, oversprays, etc., shall be removed and the premises left clean and ready for occupancy.

20. GUARANTEE

Unless otherwise specified, the lessor guarantees all work to be in accordance with the requirements stated herein and free from defective or inferior supplies, materials, equipment or workmanship for a period of twelve (12) months beginning on the date the Government accepts the work.

21. INSPECTION

All supplies, materials, equipment and workmanship furnished under the provisions of this SLA are subject to inspection and acceptance by the GSA Contracting Officer or that official's representative. Any work not satisfactorily performed shall be promptly corrected by the lessor and made acceptable to the Government.

22. INDEMNITY

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this Supplemental Lease Agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

INITIALS	
GOV'T	LESSOR
<i>[Handwritten initials]</i>	<i>[Handwritten initials]</i>