

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 14

DATE
Dec. 4, 2000

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 upon signing by both parties, as follows:

1. The purpose of this Supplemental Lease Agreement No. 14 is to expand the lease by an additional 23,046 usf on the 5th floor. This expansion shall be constructed in 2 phases. The lease term for this block of space shall run concurrent with the existing lease. Accordingly lease years 1 through 6 are not applicable. The rental rate for this expansion will be at the following rate

Years 07-12 \$17.48 usf plus CPI
Years 13-20 \$19.00 usf plus CPI

2. The design intent floor plan for the [REDACTED] designated as Phase I (approximately 10,773 usf) are added to and made part of this lease. The lessor is authorized to proceed with Architectural and Engineering Drawings for Phase I.

3. The lessor will provide to the Government a Tenant Finish-Out Allowance as follows:
Phase I, 10,773 usf - \$200,000
Phase II, 12,273 usf - \$225,000

The Tenant must incorporate the existing building standards in the finish-out of their premises (example: carpet, hardware, etc.). The Government/Tenant shall be responsible for any costs exceeding the applicable allowance.

4. Mercantile has allocated the sum of \$27,409.00 for Architectural Plans with HKS, Inc. for the 10,773 usf and \$32,032 for the remaining space of 12,273 usf. In addition, the Lessor has allocated the sum of \$4,000 for the MEP Engineering Design Review by HKS' MEP Engineering Consultant for the 10,773 usf and the 12,273 usf. These amounts will be paid by the lessor (Mercantile) and will not be deducted from the Tenant Finish-out being provided to the Government/Tenant. The Government will be responsible for any additional architectural/engineering fees incurred due to the Government changing plans.

Continued on page 2

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

[REDACTED] _____ (Title)

DATE _____

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 #14
2601 Meacham Blvd., Fort Worth, TX 76137

5. All work will be performed by the general contractor and its subcontractors between 7 a.m. to 3:30 p.m. Monday through Friday/Saturday. The exception being that any coring or shooting to the deck of support materials must be performed prior to 7 a.m. or after 4:30 p.m.
6. The Lessor is willing to amortize costs in excess of the Tenant Finish-Out Allowance incurred by the Government. The interest rate will not exceed 12%. The Lessor has offered the Government an option to amortize the cost associated with the Tenant Finish-Out which exceed the allowance as stated in Paragraph 3 above. The Government will have the option to amortize the additional allowance for a period of either 60 months or a period through the 18th year (firm term of the lease).
7. The Government will pay the Lessor a Developer Fee of 10% for costs that exceed the initial Tenant Finish-Out Allowance funds. The Lessor will not charge the Government a Developer fee on the initial Tenant Finish-Out funds.
8. The Lessor has agreed to lease the 12,273 usf to the Government at the same rental rate based upon the space planning for the 12,273 usf commencing not later than the time the 10,773 usf space plans are completed and ready for construction, to allow for continuous construction process of these spaces.
9. The Lessor understands that the 10,773 usf space for the [REDACTED] occupancy is a priority.
10. The Government will coordinate with its tenant, [REDACTED], regarding all amenities available at the [REDACTED] Regional Headquarters Building in Mercantile Center (such as security, parking, wellness center, and cafeteria-meeting area). Parking requirements of the [REDACTED] will be administered and allocated by the Government.
11. Any [REDACTED] requirement for roof-mounted antennae(s) is subject to size, height, weight, and desired location on the roof. Mercantile reserves the final approval of any requirements that will affect the exterior of the building or the site.
12. After the initial occupancy, any design changes or location of items that are required to be specifically placed so as to not exceed the live loads of the floor system will be the responsibility of the Government. (Example: heavy filing systems that have been reviewed and located by a structural engineer to have a specific location within the leased space and at a later date the leased space is re-designed and the heavy filing systems are placed in an area(s) or configuration that overloads the flooring systems and creates damage to the building and/or other tenant spaces).
13. The Lessor has agreed to administer the development-construction phases of the 10,773 usf and the 12,273 usf spaces to the occupied by the [REDACTED] based upon the continuous process of plans and construction, as previously agreed to and stated herein.
14. The remaining 12,273 useable square feet that will be leased by the Government for its tenant, the [REDACTED] will be referred to as [REDACTED] Phase II. The number of useable square feet available in GSA [REDACTED] Phase II will be in accordance with the calculations as provided by HKS, Inc. to the Government and Mercantile.
15. The [REDACTED] Phase II useable square feet will constitute the leasing of all available space in the building, based upon the Government exercising its occupancy for the [REDACTED] for the "Pocket Space Areas", item 4 of SLA No. 13, dated September 20, 2000.
16. The Lessor shall not be responsible for any special requirements of the Government or its tenant, the [REDACTED], with regards to public transportation being in close proximity of the building, etc. The existing building and its surrounding amenities in Mercantile Center are being provided only as they currently exist.

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

12/4/00
[Signature]