

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
NO. 18

DATE  
9-13-01

SUPPLEMENTAL LEASE AGREEMENT

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 76117

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 June 1, 2001, as follows:

1. The purpose of this Supplemental Lease Agreement No. 18 is to expand the lease by an additional 10,773 usf (12,389 rsf) and establish beneficial occupancy for the space occupied by the [REDACTED] Phase 1 as previously referenced in SLA #14. The Government shall begin paying for 10,773 usf [Phase 1] effective June 1, 2001. Following are the base rental rates as agreed to by both the Government and the Lessor for [REDACTED] Phase 1, **prior to amortizing any additional tenant improvement allowance which exceeded the SFO/TI allowance:**

Years 08-12 \$17.48 usf plus CPI  
Years 13-20 \$19.00 usf plus CPI

2. The Government will amortize a total of \$264,740.68 for a period of 60 months beginning on June 1, 2001 through May 1, 2006. See attached amortization schedule which identifies a monthly payment of \$5,889.01.

\*Therefore, the rental rate will be reduced on June 1, 2006 to remove the tenant improvement monthly payment of \$5,889.01.

Shell rate	\$11.37 usf (\$9.89 rsf)
*Operating cost	\$6.11 usf (\$5.31 rsf)
TI allowance	\$6.56 usf (\$5.70 rsf)
Total	\$24.04 usf (20.90 rsf)

3. The base for escalation of operating cost shall be \$6.11 usf (\$5.31 rsf) for this block of space, with base year to escalate in October 2002.

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

LESSOR

*Vice President - Development*  
(Title)

(Address)

UNITED STATES OF AMERICA

BY

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 #18  
2601 Meacham Blvd., Fort Worth, TX 76137

4. The Government provided a copy of the Texas Sales And Use Tax Exemption Certification for use by Lessor's contractors. R J Miller & Associates, its subcontractors and material suppliers have used the Government certification. Accordingly, sales taxes have been exempted. In the event the Comptroller of Public Accounts, State of Texas, should deny any part or all of the exemptions taken; or access any claims against the Lessor, its general contractor, the material suppliers or subcontractors of the general contractor, then the Government will be responsible to make full and complete restitution, including any fines assessed
5. Lessor has allowed the Government to install its antennae on the roof. No additional antennae may be installed without the express written consent of the Lessor. No antenna shall exceed 25'0" in height, unless specific approval is given by Lessor. Prior to the installation of any antenna, Government must provide appropriate information to Lessor and secure Lessor's approval. In the event the Government should install any antenna that exceeds the restrictions stated herein, and Lessor should require that the antennae be re-located or removed, the Government shall be responsible for all costs, including but not limited to roof repairs.
6. AT the Government's request, there are certain project costs that have been approved and provided that have not been included in the project costs for Phase I. These changes may be specifically for the benefit of Phase I, even though the costs will be attributed to the Phase II. Any changes not specifically included and described in the attached RJMA breakdown of costs, will be included in the Phase II costs and included in a future SLA between the Government and the Lessor.

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

INITIALS

Gov't	Lessor
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>