

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES
Fountain Place
1445 Ross Avenue
DALLAS, TX 75202

THIS AGREEMENT, made and entered into this date by and between
Crescent Real Estate Equities Limited Partnership, A Delaware Limited
Partnership
whose address is 777 Main Street, Suite 2100
Fort Worth, TX 76102

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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, 1999, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to provide for expansion and renewal options for space on the 8th floor and to establish a Common Area Factor for that floor.

I. PARAGRAPH 1 of the Standard Form 2 dated November 19, 1996 (SF-2), is hereby AMENDED BY THE ADDITION OF the following subparagraph:

"The Lessor hereby leases to the Government an additional 35,937 rentable, ~~~ feet (rsf) on the eighth floor of Fountain Place further described in the attached Exhibit E. The space shall yield 33,125 occupiable square feet."

11. PARAGRAPH 6(C) of the SF-2 is hereby AMENDED BY THE ADDITION of the following subparagraph:

"The expansion space on the eighth floor is subject to real estate tax adjustments under Paragraph 3.3 of the SFO. The percentage for Government occupancy on the 3 h t h f s o r is established as 3.15% using 1,050,000 ~ ~ ~ ~ ~ feet in the building. For purposes of determining real estate tax adjustments, the base year for the expansion space shall be 1999."

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 Crescent Real Estate Equities Limited Partnership by: Crescent Real Estate Equities, Ltd., its General
BY [Redacted] Partner **Howard W. Lovett**
IN PRESENCE [Redacted] **Vice President, Corporate Leasing**
777 Main Street, Suite 2100, Fort Worth, TX 76102
(Address)

UNITED STATES OF AMERICA SERVICES ADMINISTRATION, 819 Taylor St, Ft Worth, TX 76102
BY [Redacted] CONTRACTING OFFICER
(Official title)

III. PARAGRAPH 6(D) of the SF-2 is hereby AMENDED BY THE ADDITION OF the following subparagraph:

“The space on the eighth floor is subject to operating cost adjustments. The base rate for operating adjustments is established at \$5.50 per rentable square foot. The anniversary date of commencement of the operating cost adjustments for the eighth floor shall be February 8, 1999. No adjustments shall be due for the eighth floor until February 9, 2000.”

IV. PARAGRAPH 9 of the SF-2 is hereby AMENDED BY THE ADDITION OF the following subparagraph:

“TO HAVE AND TO HOLD the eighth floor expansion space with their appurtenances for a term beginning on April 1, 1999, and expiring on midnight of March 31, 2004. This S-W covering the eighth floor may be renewed at the option of the Government in 5-year increments. Should the Government continue to exercise its option to renew throughout the term of the base Lease, the expiration date of the last option to renew, if so exercised, shall be co-terminus with the base Lease. The Government shall give 270 days’ notice to the Lessor of their intent to renew the eighth floor space. Rental rates to be paid for renewal periods shall be negotiated at the time of renewals.”

V. PARAGRAPH 10 of the SF-2 is hereby AMENDED BY THE ADDITION OF the following subparagraphs:

“For the eighth floor expansion space, the Government shall pay the Lessor annual rent and monthly rent at the following rates. Monthly rent shall be paid in arrears.

- April 1, 1999-March 31, 2000: \$36,708.50 per annum; \$61,392.38 per month; - 36,708.50
- April 1, 2000-March 31, 2001: \$72,645.50 per annum; \$64,387.13 per month; - 36,593.70
- April 1, 2001-March 31, 2002: \$808,582.50 per annum; \$67,381.88 per month; - 35,437.00
- April 1, 2002-March 31, 2003: \$844,519.50 per annum; \$70,376.63 per month; - 35,437.00
- April 1, 2003-March 31, 2004: \$880,456.50 per annum; \$73,371.38 per month. - 35,437.00

Lessor shall also provide a tenant improvements allowance of \$107,811.00 at the rate of \$3.00 per rentable square feet for 35,937 rsf. The allowance as provided shall satisfy all of Lessor’s obligations throughout the duration of the lease term of the eighth floor with regard to any expenditures for tenant improvements in the premises, and, except for the pending tenant improvements, the Government accepts the space in its presently existing “as-is” condition. The Lessor shall not be required to provide any cyclical painting, wall covering, or carpet replacement during the initial eighth floor lease term, excepting any replacements required

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due to manufacturing and performance defects of any newly installed wall covering or carpet.

In the event the tenant agency desires to extend its current security system to the eighth floor, the tenant agency shall fund its expense separately from the rental consideration being paid under this SLA. Lessor shall repair and maintain such expanded system as currently provided under the Lease.”

- VI. This SLA hereby incorporates an amended Small Business, Small Disadvantaged Business, and Small Women-owned Business Subcontracting Plan (7 Pages) as attached. This plan is applicable only to the eighth floor contract value.
- VII. Prior to April 1, **1999**, Lessor at Lessor’s sole expense shall make any alterations necessary to bring the existing eighth floor restrooms into compliance with the requirements of the Americans with Disabilities Act (ADA).
- VIII. The Common Area Factor for the eighth floor space is established as **8.49%**.

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LESSOR