

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

PROPERTY AGREEMENT | DATE

TO LEASE NO.
GS-07B-14431

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 Funding X, L.P., A Delaware Limited Partnership

whose address is 777 Main Street
Suite 2100
Fort Worth, TX 76102

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

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 Execution of Both Parties as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 6 is to exercise the Government's right to renew the 8* floor space acquired under SLA No. 4 of this lease, eliminate multiple escalation dates and tax base years, establish a new base operating cost, establish a new tax base year, establish a common area factor, and adjust the rental rate accordingly.

Paragraphs 1, 6 (C), 6(D), 9, & 10 are hereby amended as follows:

"1. The lessor hereby leases to the Government the following described premises:
272,647 rentable square feet (251,311 useable square feet) of office and related space consisting of the entire sixth floor, seventh through thirteenth floors, as well as a portion of the space on Level B-1 (303 usf), and a portion of the space on the Continued on Sheet 2, Supplemental Lease Agreement No. 6, Lease GS-07B-14431

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 Funding X, L.P., a Delaware Limited Partnership

By: CRE Management X, LLC,
a Delaware limited liability company,
its general partner

By: Crescent Real Estate Equities, Ltd.,
a Delaware corporation,
its manager

BY _____
(Signature)

IN PRESENCE OF _____
(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA

BY _____
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
1100 COMMERCE STREET, DALLAS, TX 75242
(Official Title)

**PAGE 2, ATTACHED TO AND MADE A PART OF SUPPLEMENTAL LEASE AGREEMENT
NO. 6 TO LEASE GS-07B-14431, DALLAS, TX**

fourth floor (432 usf) of Fountain Place, 1445 Ross Avenue, Dallas, Texas, together with five (5) indoor, garage parking spaces, all located on that certain parcel of land being legally described as all of Lot 1A, Block A\5 15 of the First Interstate Bank Addition, an addition to the City of Dallas, Texas, and being more particularly described in the attached Exhibits A, B and B 1 (Property Description), Exhibit C (1/8" scaled Floor Plans), Exhibit C, Floor Plans (Reduced), Exhibit D, Restroom and Tenant Alterations, and Exhibit E. For purposes of this lease, the terms "usable" and "occupiable" shall be interchangeable."

"6 (C). This lease is subject to real estate tax adjustments under Paragraph 3.3 of the SFO. The percentage of Government occupancy for this lease is established as 23.93% using 1,050,000 useable square feet in building. For the purposes of determining real estate tax adjustments, the base year shall be 2002 commencing effective with the 2004 real estate taxes. Only ad valorem taxes shall be considered in determining real estate tax adjustments. Ad valorem taxes shall include any downtown improvement or other similar type taxes which are imposed on an ad valorem basis, but such tax items shall only be included in the base year if they were actually payable during the base year and if an amount for such item is included in the comparison year."

"6D. This lease is subject to operating cost adjustments as provided under Paragraph 3.6 of the SFO. Effective February 9, 2004 the base rate for operating adjustments is established as **\$5.85** per useable square foot. The anniversary date for commencement of the operating cost adjustments shall be February 9, 2004. No adjustments shall be due until February 9, 2005."

Paragraph 9 of the SF-2 is hereby amended by the addition of the following subparagraph:

"The Government hereby exercises its option to renew the g^{th} floor space acquired under SLA No. 4 of this lease (the "8* Floor Space") commencing effective as of April 1, 2004. This space shall expire and be coterminous with the base lease."

Effective as of April 1, 2004, Paragraph **10** of the SF-2 is hereby revised in its entirety to read as follows:

"Effective April 1, 2004, the Government shall pay the lessor annual rent of \$4,344.714.19 at a rate of \$362.059.52 per month in arrears. This equates to \$15.93 per rentable square foot.

Rent for a lesser period shall be prorated. Rent shall be paid by wire transfer in accordance with the following instructions:

Bank of America, Dallas, Texas, ABA # 111-0000-25, for further credit to: Crescent Real Estate Funding X, L.P., Account # 163-076-7129."

Paragraphs 16, 17, & 18 are hereby added as follows:

16. The lessor agrees to submit a consolidated Commercial Small Business Subcontracting Plan incorporating all space under lease prior to the execution of this SLA. At such time as the consolidated Commercial Small Business Subcontracting Plan is approved by the Small Business Technical Advisor and the Small Business Administration Procurement Contracting Representative it shall be incorporated into the lease. Lessor agrees to submit an updated Commercial Small Business Subcontracting Plan on a yearly basis throughout the term.

INITIALS	
GOVT	LESSOR
<i>SJ</i>	<i>MC</i>

**PAGE 3, ATTACHED TO AND MADE A PART OF SUPPLEMENTAL LEASE AGREEMENT
NO. 6 TO LEASE GS-07B-14431, DALLAS, TX**

17. The Common Area Factor (CAF) for this lease shall be established as 1.08490% for full floors and 1.1599% for multi-tenant floors. This paragraph replaces all other references to CAF.

18. Government and Lessor hereby acknowledge and agree that new carpet for the 8th Floor Space has been purchased by Lessor and is in the possession of the Government. Lessor will install the carpet for the 8th Floor Space at a mutually agreed upon time after January 1, 2004. Notwithstanding the requirements of Paragraphs 5.3 (Wall Coverings), 5.4 (Painting), and 5.12 (Floor Covering) of Solicitation for Offers STX94418, the lessor shall provide a tenant improvement allowance of \$545,400.00 (the "2007 Allowance") at the rate of \$2.00 per rentable square feet for 272,647 rsf at any time during 2007. Government may elect to use a portion of the 2007 Allowance (not to exceed \$150,000.00) (the "Advanced Allowance") to construct and/or install leasehold improvements in and upon the Premises (the "2004 Work") at any time after January 1, 2004 by giving Lessor written notice thereof. The amount of the Advanced Allowance together with the net present value of the cost of such funds at 10% shall be deducted from the 2007 Allowance. For example, if Government elects to utilize \$150,000.00 on April 1, 2004, the net present value of the cost of funds is \$35,935.00 and \$185,935.00 shall be deducted from the 2007 Allowance and the remaining 2007 Allowance available for Government's use in 2007 shall be \$359,465.00. Lessor shall cause the 2004 Work to be constructed and/or installed in accordance with construction documents mutually approved by Government and Lessor. Pursuant to construction contract for the 2004 Work (Phase 1I, 8th Floor), Government shall, for supervision and administration of the construction and installation of the Landlord Work, pay Landlord a construction management fee equal to 6% of the aggregate contract price for the 2004 Work, which may be paid from the unused portion of the Advanced Allowance (if any). The 2007 Allowance (as it may be advanced as provided herein) shall satisfy all of the lessor's obligations throughout the duration of the lease term for all space occupied. The 2007 Allowance shall be used for any changes, modifications, improvements or enhancements over and above those required to be provided by the lessor in accordance with the lease. Notwithstanding anything to the contrary contained herein, the requirements of Paragraphs 5.3 (Wall Coverings), and 5.4 (Painting) with respect to cyclical painting and wall covering in 2007 and 2012 and the requirements of Paragraph 5.12 (Floor Covering) with respect to carpet replacement in 2012 shall apply to all of the premises, including the Eighth Floor Space.

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

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


**PAGE 4, ATTACHED TO AND MADE A PART OF SUPPLEMENTAL LEASE AGREEMENT
NO. 6 TO LEASE GS-07B-14431, DALLAS, TX**

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR. Crescent Real Estate Funding X, L.P., a Delaware Limited Partnership


By: CRE Management X, LLC,
a Delaware limited liability company,
its general partner

By: Crescent Real Estate Equities, Ltd.,
a Delaware corporation,

BY 
(Signature)

Mike Lewis
Vice President Leasing & Marketing

(Title)

IN PRESENCE OF


(Signature)

Suite 550
300 Crescent Court, Dallas, TX

(Address)

UNITED STATES OF AMERICA

By 

Contracting Officer
General Services Administration
(Official Title)