GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 11

GS-07B-14431

DATE 8-29-06

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

ADDRESS OF PREMISES

1445 Ross Ave.

Dallas, Texas 75202

THIS AGREEMENT, made and entered into this date by and between Crescent Fountain Place, L.P. a Delaware limited partnership

whose address is

777 Main Street, Suite 2100 Ft. Worth, Texas 76201

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for the Installation and maintenance of Government furnished alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>UPON EXECUTION BY THE GOVERNMENT</u>, as follows:

- The Government's contractor shall furnish all labor, materials, tools, equipment, services and associated work necessary
 to effect the installation of blast-proofing film on designated windows in accordance with the attachment.
- The Government shall be responsible for any additional costs to the Lessor associated with the initial installation, cyclical maintenance of said alterations, and any restoration of premises resulting from this work, consistent with applicable authority and available appropriations in accordance with the attachment.
- 3. The Government shall be responsible for restoring the windows to their original condition, normal wear and tear excluded, at the end of the lease term, if the Lessor so requires. Should the Lessor elect to retain blast-proofing film at the end of the lease term, title shall vest in the Lessor and all rights of restoration shall be waived. The end of the lease term includes all extensions, options, holdovers, superseding and succeeding leases.
- 4. Under no circumstances shall the Lessor have liability for the performance of the blast-proofing film upon installation,
 - Further, the Lessor shall not be responsible for replacing or repairing the window blast protection film during the term of the lease, absent a written agreement between Lessor and Government.
- 5. Government shall require its contractor to name Lessor as an additional insured on their Comprehensive General Liability Insurance policy. Pursuant to the Federal Tort Claims Act. 28 U.S.C. Section 2671 et seq. Government may be sued for the negligent acts or omissions of its employees acting within the scope of their duties that result in damages for personal injury, including death, to any person, and for damage to real or personal property of any person, including loss or destruction, arising out of or resulting from alteration work on the premises.
- 6. Tenant Improvements Rider, Attachment "A", (2 pages), is attached and becomes a part of this lease.

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.
LESSOF	Delaware limited partnership
BY	SRUP
IN PI	(Address)
BY	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 1100 COMMERCE STREET, DALLAS, TX 75242 (Official Title)

GSA Form 276 (Jul. 67)