

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
**No. 1**

DATE  
*5.29.01*

TO LEASE NO.  
**GS-07B-14933**

ADDRESS OF PREMISES **J. Gordon Shanklin [REDACTED] Building  
Rosebriar River Crossing at Joes Creek, Storey Lane, and Stemmons  
Freeway (permanent address to be identified upon occupancy)  
Dallas, Texas 75220**

THIS AGREEMENT, made and entered into this date by and between **Cowperwood Dallas I, L.P.**

whose address is

**405 Lexington Avenue  
New York, New York 10174**

INITIALS	
GOVT <i>[Signature]</i>	LESSOR <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, as follows:

**The purpose of this Supplemental Lease Agreement (SLA) No. 1 is to amend certain portions of the GSA Form 3517, General Clauses, dated 9/99, for so long as Cowperwood Dallas I L.P. remains the Lessor under this lease and the owner of the premises, and to amend the description of the premises leases to provide that the Lessor shall also lease the Government a bridge over Joe's Creek, at not additional charge to the Government, as consideration for the amendment of the GSA Form 3517, General Clauses, dated 9/99 as specified in this SLA No. 1.**

**Paragraph numbered 14, which amends specified portions of the GSA Form 3517, General Clauses, dated 9/99, is hereby added to this lease:**

**This amendment set out in this new paragraph numbered 14, shall be effective for so long as the Lessor under this lease, and owner of the fee simple title to the real estate, is Cowperwood Dallas I, L.P. In the event of the assignment of the lease or the sale of the fee title to the real estate, this amendment will no longer be effective and the original form of the GSA Form 3517, General Clauses, date 9/99, in effect at the time the lease was entered into (and in effect prior to this SLA No. 1) will be reinstated into this lease and will govern.**

**Continued on Page 2, Supplemental Lease Agreement No. 1, Lease GS-07B-14933,  
Dallas, Texas**

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 : **Cowperwood Dallas I, L.P.**

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

IN PRESENCE OF \_\_\_\_\_ (Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA  
BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Official Title)  
CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST., FT. WORTH, TX 76102

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**Paragraph 14**

1. Paragraph 1, 552.270-4- DEFINITIONS (SEP 1999), subparagraph (k) is deleted and the following substituted therefor:

“(k) ‘Substantially complete’ and ‘substantial completion’ means that (i) the work has been completed substantially in accordance with the plans, excepting only such minor matters as do not materially interfere with or materially diminish the Government’s access, occupancy, possession, use, or enjoyment and (ii) a Temporary Certificate of Occupancy has been obtained to permit occupancy of the building.”

2. Paragraph 2, 552.270-5- SUBLETTING AND ASSIGNMENT (SEP 1999)

“The Government may assign or sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such assignment or subletting. Any assignment or sublet shall be subject to prior written consent of the Lessor, which consent shall not be unreasonably withheld. Should the Lessor not consent to any assignment or sublet, said portion of space shall be returned to the Lessor with no rental accruing after its return.”

3. Paragraph 7, 552.270-26- NO WAIVER (SEP 1999)

No failure by either party to insist upon strict performance of any provisions of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such provision of this lease or a subsequent breach thereof.”

4. Paragraph 9, 552.270-28- MUTUALITY OF OBLIGATION (SEP 1999) is modified by addition of the following:

“Before exercising any right to offset rent as may be provided for or allowed under this lease, the Government shall provide the Lessor and the first mortgagee with notice and a reasonable opportunity to cure given the nature and circumstances of the default as provided in Paragraph 48 of the General Clauses, following. In the event the default in question cannot be cured within a reasonable cure period as determined by the Contracting Officer or his designated representative, the Lessor or the first mortgagee shall be entitled to such additional time as may be reasonably be necessary to cure such default, provided Lessor begins to effectuate such cure during the initial cure period and proceeds diligently thereafter to complete such cure. Notwithstanding the foregoing, the Lessor has a maximum cure period of 120 calendar days, provided

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that such period may be extended in the reasonable discretion of the Contracting Officer. If the default is not cured within the extended cure period, the Government may correct the deficiency and deduct the cost, including administrative costs, from the rental due."

5. Paragraph 10, 552.270-17- DELIVERY AND OBLIGATION (SEP 1999), subparagraph (a) is deleted and the following substituted therefor:

"(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete, such determination to be made in accordance with the definition of substantial completion at subparagraph 1 (k) above."

6. Paragraph 11, 552.270-18- DEFAULT IN DELIVERY-TIME EXTENSIONS (SEP 1999) (VARIATION), subparagraph (a) is deleted and the following substituted therefor:

"(a) With respect to the Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with such diligence as will insure its substantial completion by the delivery date, the Government may impose the prorated share of liquidated damages set out in Paragraph 3.15 of Solicitation for Offers STX0448 forming part of this lease for the portion of the building that is not occupiable. The Lessor or the first mortgagee, as provided in paragraph 48, following, shall be allowed a reasonable amount of time to substantially complete the work, not to exceed 60 calendar days from the delivery date, provided the Lessor or the first mortgagee has demonstrated a good faith effort to complete the work necessary to deliver the premises substantially by the delivery date, has promptly requested time extensions in writing in accordance with subparagraph (c) of this paragraph, and has submitted to the Contracting Officer or his designated representative a schedule showing the work can be completed within a reasonable amount of time, not to exceed 60 calendar days. If the Lessor or the first mortgagee has failed to complete the work at the end of 60 calendar days, the Government may by notice to the Lessor and the first mortgagee terminate this lease, which termination shall be effective when received by the Lessor and the first mortgagee. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:"

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<i>[Signature]</i>	<i>[Signature]</i>

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**7. Paragraph 13, 552.270.12- EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)**

"Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, except to the extent the Government has approved a deviation from a requirement of the Lease in writing."

**8. Paragraph 15, 552.270-10-FAILURE IN PERFORMANCE (SEP 1999), is modified by addition of the following:**

"Before exercising any right to offset rent as may be provided for or allowed under this lease, the Government shall provide the Lessor and the first mortgagee with notice and a reasonable opportunity to cure given the nature and circumstances of the default as provided in Paragraph 48 of the General Clauses, following. In the event the default in question cannot be cured within a reasonable cure period as determined by the Contracting Officer or his designated representative, the Lessor or the first mortgagee shall be entitled to such additional time as may be reasonably be necessary to cure such default, provided Lessor begins to effectuate such cure during the initial cure period and proceeds diligently thereafter to complete such cure. Notwithstanding the foregoing, the Lessor has a maximum cure period of 120 calendar days, provided that such period may be extended in the reasonable discretion of the Contracting Officer. If the default is not cured within the extended cure period, the Government may correct the deficiency and deduct the cost, including administrative costs, from the rental due."

**9. Paragraph 16, 552.270-22- DEFAULT BY LESSOR DURING THE TERM (SEP 1999), subparagraph (a) is deleted and the following substituted therefor:**

"(a) Each of the following shall constitute a default by Lessor under this lease:

"(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease or failure to perform any other requirement of this lease as and when required, provided such failure shall remain uncured for a period of 30 calendar days next following Lessor's and first mortgagee's receipt of notice thereof as provided in paragraph 48, following. Provided, however, if such condition cannot reasonably be cured within such 30-day period, Lessor or first mortgagee shall have such additional time to cure as is reasonably necessary given the nature and scope of the failure as determined by the Contracting

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Officer or his designated representative a schedule for completion of the work, commences such cure within such 30-day period, and pursues completion of such cure with reasonable diligence to complete the work within the approved schedule.

"(2) Repeated and excused failure by the Lessor or the first mortgagee to comply with one or more requirements of this lease after receipt of written notice thereof from the Contracting Officer or his designated representative shall constitute a default, notwithstanding that one or all such failures shall have been timely cured pursuant to this clause."

10. Paragraph 17, 552.270-7- FIRE AND CASUALTY DAMAGE (SEP 1999), is deleted and the following substituted therefor:

"If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In the case of partial destruction or damage, so as to render the premises untenable, as reasonably determined by the Contracting Officer or his designated representative, the Lessor or the first mortgagee as provided in paragraph 48, following, shall be allowed a reasonable amount of time, not to exceed 270 calendar days, from the date of occurrence of the destruction or damage to repair or restore the leased premises to a tenable condition, considering the nature and extent of the partial destruction or damage, and provided the Lessor or the first mortgagee submits to the Contracting Officer or his designated representative a schedule showing the work can be completed within a reasonable amount of time, not to exceed 270 calendar days from the date of occurrence of the destruction or damage. If the Lessor or the first mortgagee fails to timely submit a schedule for completing the work or fails to diligently pursue such repair or restore the leased premises within the scheduled time, or fails to diligently pursue such repair or restoration, the Government may terminate the lease by giving written notice to the Lessor and the first mortgagee in accordance with paragraph 48, following. Within 30 calendar days of any partial destruction or damage to the lease premises, the Lessor or the first mortgagee shall provide the Government with its schedule for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule, as well as the plans for repair or restoration of the leased premises, such approval not to be unreasonably withheld, conditioned, or delayed. Rent for that portion of the leased premises which is untenable shall be reduced by the Government's Unilateral Change hereto effective from the date of such partial destruction or damage until such time as the affected space has been repaired or restored. Nothing in this lease shall be construed as relieving the Lessor from liability for damage to or destruction of property of the United States of America caused by willful or negligent act or omission of the

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Lessor.”

11. Paragraph 48, NOTICE AND CURE is added to and made a part hereof:

**“48. NOTICE AND CURE**

“In the event of any circumstances which would permit the Contracting Officer to terminate this lease, or in the event the Government would have the right to offset rent pursuant to the provisions of these Clauses or otherwise, no termination or offset will be taken by the Contracting Officer or his designated representative unless both the current first mortgagee of which the Contracting Officer has notice and the Lessor are provided with written notice of such event or proposed rental deduction, together with the opportunity to cure or eliminate same within a reasonable period of time considering the nature and scope of the default or event giving rise to the right to terminate or offset as determine by the Contracting Officer. The Government’s obligation to provide such notice to the current first mortgagee shall extend only to the first mortgagee or the party representing the first mortgagee. This subparagraph shall not apply to the Government’s right to terminate the lease due to total destruction of the leased premises by fire or other casualty, as set out in paragraph 17 of these clauses.”

Paragraph numbered 15, which provides for the lease of the bridge over Joe's Creek, is hereby added to this lease:

This amendment set out in this paragraph numbered 15 will not be set aside in the event of the assignment of this lease or the sale of the fee title to the real estate. Instead, it will be binding on the successors and assigns of the lessor.

**Paragraph 15**

Lessor also leases to the Government during the original term specified in the lease or any subsequent terms, the bridge over Joe's Creek (“bridge”), which will connect the [REDACTED] site (Lease No. GS-07B-14933) and the [REDACTED] lab site (Lease No. GS-07B-14821), and provide to the [REDACTED] an additional private and non-public means of ingress and egress. The bridge shall be operated, maintained, repaired, and replaced, if necessary, by the Lessor. In addition, the Lessor shall be financially responsible for the purchase of liability and replacement insurance. The bridge shall generally be designed as set out in the negotiated Option Agreement between the Government and Rosebriar River Crossing, LP. Lessor shall obtain all necessary licenses and permits from the City of Dallas, TXU and any other cognizant entity. The location of the bridge is shown on Exhibit R, Bridge Location, which is attached to and made a part of SLA No. 1. Lessor

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shall not permit any person or entity to use this bridge other than the Government under the terms of this lease.


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

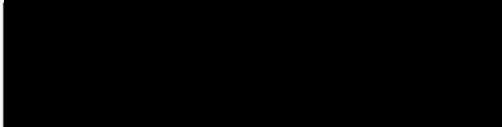
**IN WITNESS WHEREOF, the parties subscribed their names as of the above date.**

**LESSOR: Cowperwood Dallas I, L.P.**

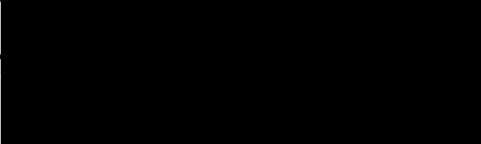
BY  \_\_\_\_\_  
(Signature)

VICE PRESIDENT  
COWPERWOOD DALLAS, INC.  
GENERAL PARTNER  
(Title)

IN PRESENCE OF  




**UNITED STATES OF AMERICA**

BY 

**Contracting Officer**  
**General Services Administration**  
(Official Title)