

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 7

DATE
10.14.03

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-07B-14933

ADDRESS OF PREMISES - J. Gordon Shanklin [REDACTED] Building
One Justice Way
Dallas, TX 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 | 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 October 1, 2003, as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 7 is to revise the base rate for operating adjustments in consideration for modifying the building hours of operations, revise the rental rate and adjust areas of the leased premises that require dedicated 24-hr HVAC as a part of the rental consideration.

Paragraphs 6.5 D2 and 7.2 of Solicitation for Offers 9TX0448 and Paragraphs 3, 6C and 11 of said lease are hereby revised as follows:

"7.2 Normal Hours

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and Federal holidays."

"3. The Government shall pay the Lessor annual rent of \$5,858,233.00 at a rate of \$488,186.08 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to: Cowperwood Dallas I, L.P., 245 Commerce Green Blvd., Suite 140, Sugar Land, TX 77478 Attn: Robyn Lee, Controller." (Base Rent: \$4,713,487.00 + Operating Rent: \$1,144,746.00 = Total Rent: \$5,858,233.00)

**CONTINUED ON PAGE 2, SUPPLEMENTAL LEASE AGREEMENT NO. 4,
LEASE GS-07B-14933, DALLAS, TX**

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)

IN PRESENCE OF _____
(Signature)

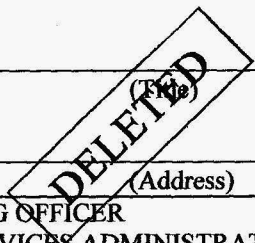
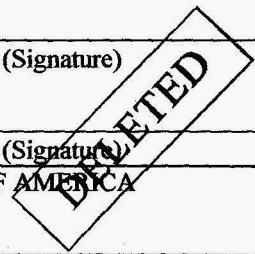
UNITED STATES OF AMERICA

BY _____
(Signature)

(Title)

(Address)

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. 7 TO LEASE GS-07B-14933, DALLAS, TX**

“6C. The lessor shall provide daytime cleaning during normal building hours of 7:00 a.m. to 6:00 p.m.”

“11. This lease is subject to annual operating cost adjustments as provided in Paragraph 3.9 of the Solicitation for Offers 9TX0448. The base rate for adjustment is established at \$1,144,746.00 or \$5.06 per rentable square foot. The base cost of services is being revised to accommodate the change in the building hours of operation.”

Paragraph 6.5 DEDICATED 24-HR HVAC SYSTEM is amended to incorporate the following:

The attached Exhibit I, In-Rent Dedicated 24-hr HVAC (2 pages) replaces those rooms listed under D2 a-v that the lessor is required to provide dedicated 24-hr HVAC services as a part of the rental consideration. Section D2 a-v is the only portion of this paragraph that is being amended. All other terms and conditions (including estimated BTUH) of this paragraph shall remain in force and effect.

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

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