

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

SUPPLEMENTAL AGREEMENT  
NO. 9

DATE  
5-4-05

TO LEASE NO.  
GS-07B-14431

**ADDRESS OF PREMISES**

1445 Ross Avenue  
Dallas, Texas 75202-0000

THIS AGREEMENT, made and entered into this date by and between Crescent FP Investors, L.P., a Delaware limited partnership (Former Lessor) and Crescent Fountain Place, L.P., a Delaware limited partnership, (Lessor)

whose address is 777 Main Street  
Suite 2100  
Fort 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective , as follows:

1. Crescent Fountain Place, L.P., a Delaware limited partnership, hereby assumes all the incomplete obligations of Lease GS-07B-14431, as amended and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after . Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-14431 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions and conditions of said lease, as amended, reserving, however, all the Government's rights against Lessor and Former Lessor.
3. Crescent Fountain Place, L.P., a Delaware limited partnership, Lessor, waives all rights to payments under subject lease as against the Government arising prior to November 23, 2004.
4. Crescent FP Investors, L.P., a Delaware limited partnership, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after November 23, 2004.
5. The Lessor also agrees to be added to ACH Vendor Enrollment per Debt Collection Improvement Act, which became effective July 27, 1996.
6. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.
7. Crescent Fountain Place, L.P., a Delaware limited partnership, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to Crescent Fountain Place, L.P., a Delaware limited partnership.

(Continued on Page 2 Attached Hereto and Made part of SLA No. 9 to Lease GS-07B-14431)

| INITIAL            |                    |
|--------------------|--------------------|
| GOVT               | LESSOR             |
| <i>[Signature]</i> | <i>[Signature]</i> |

**TO BE MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 9**  
**LEASE NO. GS-07B-14431** **PAGE 2**

8. The new owner of GS-07B- is required to complete the GSA Form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.

9. PAYEE ADDRESS: Crescent Fountain Place, L.P.  
777 Main Street, Suite 2100  
Fort Worth, Texas 76102

**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:  Michael S. Lewis  
BY \_\_\_\_\_ Senior Vice President  
Signature \_\_\_\_\_ Leasing & Marketing  
(Title)

Lessor's Tax ID No. 

Dun & Brad Street Number 197509628

IN PRESENCE OF  
BY:  \_\_\_\_\_  
Signature

*Regional Leasing Admin.*  
(Title)

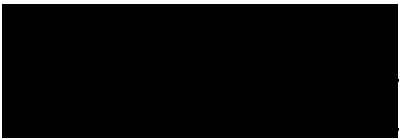
Former   
BY \_\_\_\_\_  
Signature

Michael S. Lewis  
Senior Vice President  
Leasing & Marketing  
(Title)

IN PRESENCE OF  
BY:  \_\_\_\_\_  
Signature

*Regional Leasing Admin.*  
(Title)

**UNITED STATES OF AMERICA**



CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)