

\$4,565.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 17	DATE 7-22-09
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS- 07B-14431	
ADDRESS OF PREMISES 1445 Ross Avenue Dallas, TX 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 2000 Ft. Worth, Texas 76102 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 by the Government, as follows: The purpose of this Supplemental Lease Agreement (SLA) is to establish the delineated space requirements encompassed in this lease entitled <b>Space A</b> and <b>B</b> ( <b>Space B</b> will have a reduced rental rate due to vacant space) and to pay a lump sum payment of \$297,062.50 upon a submission of an invoice for alterations in accordance with agency submitted requirements. Therefore, Paragraphs 1. and 10 of the Lease GS-07B-14431 are hereby deleted and the following substituted therefore, Paragraph 23 is added		
1. The Lessor hereby leases to the Government the following described premises: office and related space consisting of: <b>Space A</b> 258,759 rsf consisting of parts of the sixth and the eighth floors, the entire seventh and ninth through the thirteenth floors as well as a portion of the space on Level B-1 (303 usf), and a portion of the space on the fourth floor (432) and <b>Space B</b> 13,888 rsf consisting of vacant space. 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/515 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 B1 (Property Description, Exhibit C (1/8" scaled) Floor Plans, Exhibit C, Floor Plans (Reduced), Exhibit D, Restroom and Tenant Alterations, and Exhibit E to be used for such purposes as determined by General Services Administration. 10. The Government shall pay the Lessor annual rent of \$4,344,563.61 (258,759 x \$16.79) for <b>Space A</b> at the rate of \$362,046.97 per month in arrears and \$220,680.32 (\$16.79 - \$0.90 = \$15.89 for vacant space) for <b>Space B</b> at the rate of \$18,390.03 per month in arrears after the alterations contained in the scope of work have been completed. The total rent is \$4,565,243.93 at the rate of \$380,436.99 per month. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Crescent Fountain Place, L.P. 777 Main Street, Suite 2000 Fort Worth, Texas 76102		

23. It is mutually agreed to between the parties that in consideration of a one-time lump payment in the amount of \$297,062.50, the Lessor shall perform alteration in accordance with the attached scope of work.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). If you are unable to process the invoice electronically you may mail the original invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P O Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer's representative at the following address:

Daphne E. Hadley  
GSA/PBS  
819 Taylor Rm. 14B06  
Fort Worth, TX 76102

A proper invoice must include the following:

Invoice Date  
Name of the Lessor as shown on the Lease  
Lease contract number, building address and a description, price and quantity of the items delivered  
If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it  
GSA PDN \_\_\_\_\_ (to be provided later)

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

BY

(Signature)

*Managing Director*  
(Title)

IN PRESENCE OF

(Signature)

*200 Crescent Court Ste 250, Dallas, TX 75201*  
(Address)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST., FT. WORTH, TX 76102

(Official Title)