

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 4

DATE
10-22-02

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 Upon execution of both parties, as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 4 is to establish the beginning and ending dates of the lease, revise the base cost of services, correct the annual rent to be paid, establish a common area factor, formally state the facility's permanent address and to provide for a one-time lump sum payment.

Paragraphs 2, 3, and 11 are hereby revised and the following paragraphs substituted therefore:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning October 11, 2002 through October 10, 2022 per month in arrears."

"3. The Government shall pay the Lessor annual rent of \$5,717,704.00 at a rate of \$476,475.33 per month in arrears. Rent for a lesser 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"**

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)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____
(Signature)

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. 4,
to Lease GS-07B-14933, Dallas, TX**

“11. This lease is subject to annual operating cost adjustments as provided in Paragraph 3.9 of the Solicitation for Offers No. 9TX0448. The base rate for adjustment is established at \$1,004,217.00 or \$4.44 per rentable square foot. The base cost of services is being revised to accommodate the increase in square footage from the original lease execution and to comply with the agreed upon terms of Change Authorization CL011.2r.”

INITIALS	
GOVT	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>

Paragraphs 17, 18, and 19 are hereby added to the lease as follows:

17. The common area factor (CAF) based on 226,175 rentable square feet yielding 210,411 useable square feet is established as 1.07492%.

18. In consideration of a one-time lump sum payment in the amount of \$914,699.00, the lessor has satisfactorily provided and installed the following lump sum items:

<u>Change Authorization</u>	<u>Description</u>	<u>Price</u>	<u>Approval Date</u>
1. CL011.1	Road Barricade Design	██████████	06-18-01
2. CL012.1	Loop Electrical Service	██████████	08-03-01
3. CL014.1	Vehicle Exhaust Redesign	██████████	10-10-01
4. CL014.2	Upgraded ECF bay exhaust	██████████	12-18-01
5. CL002.2R	Additional essential power & HVAC upgrades	██████████	07-29-02
6. CL011.2r	Add barricades and split roadway near bridge	██████████	02-11-02
7. CL00017.1	New ██████████ Suite Design Fees	██████████	03-19-02
8. CL025.1	Design Fees to revise Tech Area Electrical	██████████	05-29-02
9. CL017.2	██████████ Suite redesign-Additional Design Fees	██████████	06-20-02
10. CL017.3R	██████████ Suite (Task Force) Construction Costs	██████████	06-20-02
11. CL024.1	██████████ Partition Changes	██████████	07-29-02
12. CL028.1	Upgrade Sliding Gate Operators to 2ft/sec	██████████	07-29-02
13. CL025.2	Revised Tech Area Underfloor	██████████	08-09-02
14. CL016.1	Secondary conduits to NW property corner	██████████	09-03-02

**Page 3, Attached to and made a part of Supplemental Lease Agreement No. 4,
to Lease GS-07B-14933, Dallas, TX**

<u>Lump Sum</u>	<u>Description</u>	<u>Price</u>	<u>Lease Location</u>
15. LS5cc	Generator System-Paid for 400 KW Installed 500KW	██████████	Exhibit I (Rev.)
16. LS5q	Sink, (SK-3), Photographic	██████████	Exhibit I (Rev.)
17. LS2b	Door, Class 5 Vault Door	██████████	Exhibit I (Rev.)

TOTAL: \$914,699.00

19. The permanent address of this lease-construct facility is established as One Justice Way, Dallas, TX 75220 as approved by the City Plan Commission of the City of Dallas on February 7, 2002.

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 _____

████████████████████
████████████████████
████████████████████

*VICE PRESIDENT
COWPERWOOD DALLAS, INC.
GENERAL PARTNER*

(Title)

IN PRESENCE OF

████████████████████
████████████████████
████████████████████

████████████████████
████████████████████
████████████████████
(Address)

UNITED STATES OF AMERICA

████████████████████
████████████████████
████████████████████

**Contracting Officer
General Services Administration
1100 Commerce Street, Dallas, TX 75242**
(Official Title)