GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT No. 12	DATE 12-5-07
		TO LEASE NO.	
	J. Gordon Shanklin I	GS-07B-14933 Building	
ADDRESS OF PREMISES	One Justice Way Dallas, Texas 75220		
THIS AGREEMENT, made and entered into this date by and between Cowperwood Dallas I, L.P.			
whose address is	245 Commerce Green Blvd. Suite 140 Sugar Land, Tx. 77478		
hereinafter called the Lesso	r, and the UNITED STATES OF AME	ERICA, hereafter called the Governm	ient:
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:			
I. The purpose of this Supplemental Lease Agreement (SLA) No. 12 is to install (1) 10 ton Trane Chilled Water Fan Coil Unit and remove (1) 3 ton, 3200 CFM Trane Chilled Water Fan Coil Unit in the Server Room (Room 4303) and to authorize a one-time lump sum payment in the amount of <u>\$38,630.98</u> . Also, to restate the base rate for adjustment and increase the operating costs for additional electrical usage by .047735 rsf. The cost is based on a 7 ton unit which is the difference between the 3 ton being removed and the 10 ton being added. After the (1) year warranty the Agency will assume all maintenance requirements of the unit. Estimated start date will be January 28, 2008 and completion date February 25, 2008.			
II. Paragraph 24 is hereby added to the lease as follows:			
"24. It is mutually agreed to between the parties that in consideration of a one-time lump sum payment in the amount of <u>\$38,630.98</u> the Lessor shall provide all labor, materials and equipment necessary to perform the installation of the unit."			
III. Paragraph 1	Paragraph 11 is deleted in its entirety and restated as follows:		
"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 <u>\$1,329,396.71</u> or <u>\$5.877735</u> per rentable square foot. The base cost of services is being revised to accommodate the increase in additional electrical costs."			
IV. Paragraph 3	Paragraph 3 is deleted in its entirety and restated as follows:		
"3. The Government shall pay the Lessor annual rent of <u>\$6,042,883.71</u> at a rate of <u>\$503,573.64</u> 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, Texas 77478 Attn: Robyn Lee, Controller."			
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.			
LESS			
BY Vice Presedent			
Address) 245 Commerce Green Blid, *140 Sugar Land, TX (Address) 77478			
UNIT CONTRACTING OFFICER GENERAL SERVICES ADMINISTRA BY 1100 COMMERCE STREET, DALLA			CONTRACTOR AND A CONTRACT
			ficial Title)

GSA Form 276 (Jul. 67)

