GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE 3-22-01
PUBLIC BUILDINGS SERVICE	NO. 15	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	
	GS- 07B-13867	

ADDRESS OF PREMISES   2601 Meacham Boulevard
Fort Worth, Texas 76137

THIS AGREEMENT, made and entered into this date by and between Mercantile Partners, L.P., a Texas Limited Partnership,

whose address is   3602 North Sylvania   LTX13867_
Fort Worth, Texas 76111

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_____May 1, 2001_____, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to provide for alterations necessary to prepare certain spaces on floors 1-4, and 6 for occupancy by the ████████████████ ..

1.   The Lessor shall provide, maintain, and install certain alterations in accordance with the following:
   (a) General Conditions for Lease Alterations, containing paragraphs 1-22.
   (b) Attached one page sheet entitled "Alterations - Various Spaces in the ██ "Building"
   (c) Plans entitled Exhibit 1, Exhibit 2, Exhibi 3A, Exhibit 3B Sheets 1 through 4, Exhibit 4A, Exhibit 4B Sheets 1 and 2.
2.   This alteraton work shall commence as soon as possible after award of this Supplemental Lease Agreement, and be completed by May 1, 2001.
3.   The Lessor hereby waives restoration as it applies to the alterations specified in this SLA No. 15.
4.   In consideration of the above, the Government shall pay the Lessor a one time lump sum payment of $22,562.65, payable in arrears in accordance with the lease, after final acceptance by the Government of the work specified in this Supplemental Lease Agreement. Such acceptance shall not be unreasonably withheld or delayed.

(Continued on attached page 2)

INITIALS	
GOV'T	LESSOR
	3/22/01

LESSOR

BY _____   _____
         (Signature)   (Title)

IN PRESENCE OF

~~DELETED~~

_____   _____
         (Signature)   (Address)

UNITED STATES OF AMERICA

BY _____
         (Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

_____
(Official Title)

A Form 276 (Jul. 67)

5. Also in consideration of the above, the Government shall pay the Lessor, as additional rent, an additional amount of $116,161.10, to be amortized monthly in arrears at an interest rate of 12 per cent per annum (1 per cent per month) over the remaining firm term of the lease. This amortization period shall begin on the first day of the next month after the month that the Government Contracting Officer accepts the alterations as complete by signing an inspection report indicating 100% completion. Once this amortization period has been determined, the parties shall execute an SLA specifying the months of the amortization period and the exact amount of additional monthly payment to the Lessor by the Government in accordance with this paragraph. This additional monthly payment attributable to this amortization shall be in addition to the basic shell rent the Government has previously agreed to pay for these spaces.

6. If the Government makes the lump sum payment, described in paragraph 4 above, after 45 days from the date the Government Contracting Officer accepts the alterations as complete by signing an inspection report indicating 100% completion, or after 45 days from the date the Lessor submits an invoice to the Government Contracting Officer for payment, whichever is later. the Government shall pay to the Lessor as additional rent the sum of $13,872.38 as a Developer Fee. This fee is based on 10% of the construction cost and shall be adjusted to include a developer fee for any changes This fee shall be in addition to any interest paid for late payment per the Prompt Payment clause of the lease.

7. The Government at any time may elect to reduce the rent by the monthly payment specified in paragraph 5 above, by paying a lump sum to the Lessor equal to the unamortized portion of the principal.

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: Mercantile Partners, L.P.

(Title)

In the presence of

UNITED STATES OF AMERICA

B

Administrative Contracting Officer
General Services Administration
Fort Worth District, Room 14B06
Fort Worth. Texas 76102
(Title)