

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 5</b>	DATE <u>4/19/11</u>
	TO LEASE NO. <b>GS-07B-16567</b>	

ADDRESS OF PREMISES: 8101 Stemmons, Dallas, TX 75247

THIS AGREEMENT, made and entered into this date by and between **Elman Stemmons Tris Associates LP**

whose address is 100 N. Centre Street, Suite 502  
Rockville Centre, NY 11570

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto agree to supplement the above Lease.

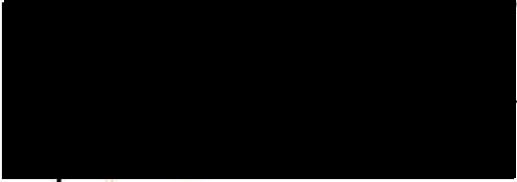
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on April 19, 2010 as follows:

- (1) to provide for a Notice to Proceed; and
- (2) authorize the payment of a one-time-lump sum of \$86,080.00 to the Lessor for tenant improvements made on the space; and
- (3) All other terms and conditions are in full force and effect.

See Attached

**IN WITNESS WHEREOF**, the parties subscribe their names as of the above date.

Lessor: **Elman Stemmons Tris Associates LP**



VP ELMAN STEMMONS TRIS CP LLC  
Title

JOHN W. MOSS  
Printed Name

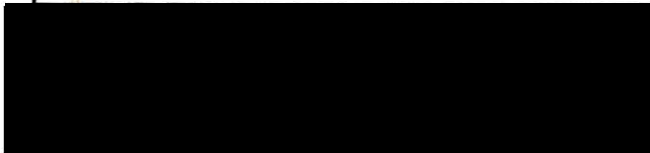
Witnessed in the presence of:

100 NORTH CENTRE AVENUE, SUITE 502  
(Address)

Signature

DEBORAH WALKER  
Printed Name

ROCKVILLE CENTRE NY 11570  
City, State, Zip



Lease Contracting Officer  
(Official Title)

Supplemental Lease Agreement #5  
LTX16567  
8101 Stemmons  
Dallas, TX 75247

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in change order C/R #11 no cost change order, C/R #15 install 112 of 8' beige privacy slats into existing fence, C/R #19 rework of storage room 10804, C/R #21 install weatherproof CFI duplex receptacle installed outside near the new HVAC unit near the generator, C/R #22 bolt down (2) existing benches to include drilling holes in bottom steel rails and securing to concrete floor with epoxy expansion bolts, C/R #23 install emergency ballasts in (2) existing fixtures, C/R #24 recover existing awnings with Ferrari 502 vinyl material per Victory Awnings scope of work in their proposal number E-08849, C/R #25 numbering of wheel stops approximately 130 parking spaces, C/R #26 door and window work in Property Storage room, C/R #27 install vinyl lettering on blue wall adjacent to entry doors, C/R #28 multiple items (door work, painting, protection, and cleaning), C/R #29 CMU work, and C/R #30 more privacy slats, all of which are depicted in Exhibit A.

2.) It is mutually agreed to between the parties that a lump-sum-payment of \$ 86,080.00 shall be paid to the Lessor after the substantial completion of the tenant improvements as depicted on the attached Exhibit "A." The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion and are included in lump-sum-payment amount.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS 0016541** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration  
**ATTN: Pearl Summers-Garza**  
1919 Smith Street, Suite 1600  
Houston, TX 77002  
713-209-3078

All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials



Lessor Initials:

