

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE (when GSA signs)

NO. 7

7/19/2011

TO LEASE NO. GS-07B-16567

ADDRESS OF PREMISES 8101 N Stemmons
Dallas, TX 75230

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

whose address is: 100 North Centre Avenue, Suite 502
Rockville Centre, NY 11570-6303

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

The purpose of this Supplemental Lease Agreement (SLA) No. 7 is to: (1) establish the alterations for [REDACTED] Miscellaneous alterations, (2) establish the cost for improvements, (3) establish the time for completion for improvements, (4) to provide the process for scheduling final inspection and the process for submitting the electronic invoice for payment for the work to be performed under this SLA.

1. The Lessor is hereby authorized to construct, install, and maintain the alterations and improvements in accordance with the Lease and provisions of this SLA and in compliance with all applicable local codes and ordinances. The Lessor is to provide all labor, materials, equipment required to make the alterations and construct the improvements, and thereafter, maintain said improvements and equipment of the improvements.
2. The Costs of the Work for the alterations and construction of improvements to be completed under this SLA No. 7 shall not exceed the Lessor's Provided Costs Proposal dated July 14, 2011 herein attached and made part of this SLA, submitted by the Lessor, for the sum of \$127,569.00, except to the extent that the Government shall request a Change Order.
3. Work to be performed under this SLA 7 shall occur no later than forty-five (45) day from the date of the Contracting Officer's Notice to Proceed. All alterations and constructed improvements shall remain the property of the Lessor, and the Lessor waives all rights to restoration.

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.

(continued on Page 2)

LESSOR **Elman Stemmons Tris Associates, LP**

In the Presence Of:

BY

[REDACTED]

[REDACTED]

100 North Centre Avenue, Suite 502
Rockville Centre, NY 11570-6303

United States of America

General Services Administration
1100 Commerce Street, Room 720
Dallas, TX 75242-1043

BY

[REDACTED]

Jeff Seria, Contracting Officer

Supplemental Lease Agreement No 7 to lease GS-07B-16567 (Page 2)

4. The Lessor shall be paid a one time lump sum payment of \$127,569.00 when work is completed and accepted by the Government. The Lessor shall issue a written Notice to the Government for inspection of the Work, said inspection held within Ten (10) Working Days from the date of Lessor's Notice. Acceptance of the Work and its percentage completed shall not be unreasonably withheld, and payment within thirty (30) days of the invoice.

Lessor shall submit invoice for payment electronically via the GSA finance website at www.finance.gsa.gov. Each invoice is required to have a unique number, the name and address of the Lessor, the Lease end SLA number and the correct PDN, which for this SLA #14 is PS0020870.

5. General Conditions:

Work Scheduling Agreement - The Lessor shall make the necessary arrangements with the Contracting Officer or his representative in scheduling and performing the work to result in a minimum amount of interference to the activities of the Government. Lessor shall provide a Project Schedule to the Agency and GSA within five (5) business days from the date of the Contracting Officer's Notice to Proceed (NTP) or Pre-Construction Meeting.

Lessor's Employees - Each employee of the Lessor hired to perform the work provisioned under this SLA shall be (1) a citizen of the United States of America, (2) an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card Form 1-151, or (3) a person who presents evidence from the Immigration and Naturalization Service that employment by the Lessor will not affect his/hers immigration status.

Extras - Except as otherwise provided in the SLA, no charge for extra work or materials will be invoiced by the Lessor unless the same has been ordered in writing by the Contracting officer and the description and price stated in such order.

Indemnity - The Lessor shall save and keep harmless the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way indecent to or arising out of the service, operations, or performance of work in connection with this SLA, resulting in whole or part from the negligent acts or omissions of the Lessor.

Inspections - All material, equipment, and workmanship shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be corrected and made acceptable to the Government.

This Supplemental Lease Agreement No. 7 consists of thirty-nine (39) pages:
GSA Form 276, inclusive (2 pages)
Exhibit A - Lessor's Cost Proposal, (32 pages)
Exhibit B - Scope of Work dated July 7, 2011, (5 Pages)

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

GS JMM