

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  <b>LEASE AMENDMENT</b>	Lease Amendment No.: <b>02</b>
	To Lease No.: <b>GS-07B-17274</b>
Address of Premises: <b>8001 North Stemmons Freeway  Dallas, TX 75247</b>	PDN Number: <b>PS0029191</b>

THIS AGREEMENT, made and entered into this date by and between

**ELIAN STEMMONS BIS ASSOCIATES, L. P.**

whose address is **100 North Centre Avenue  
Suite 502  
Rockville Centre, NY 11570**

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




WHEREAS, the parties desire to amend the above Lease for the purpose of providing for the herein described tenant improvements / alterations to the leased premises, on the terms and conditions set forth below:

NOW THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as set forth in this Lease Amendment Number Two (LA # 02), as follows:

**\*\*\* See attached addendum - LA Number Two (2) - Pages 2 through 12 \*\*\***

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

This Lease Amendment contains a total of 12 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.	
<b>FOR THE LESSOR:</b> Signature:  Name: <u>John W. Moss</u> Title: <u>V.P.</u> Entity Name: <u>Elman Stemmons BIS Associates, L.P.</u> Date: <u>06/16/2014</u>	<b>FOR THE GOVERNMENT:</b> Signature:  Name: <u>DRE GRAHAM</u> Title: <u>Lease Contracting Officer  GSA, Public Buildings Service, 7PRA</u> Date: <u>06/19/2014</u>
<b>WITNESSED FOR THE LESSOR BY:</b> Signature:  Name: <u>Valerie J. Ross</u> Title: _____ Date: <u>06/16/2014</u>	

GSA Lease No.: GS-07B-17274  
Lessor: Elman Stemmons BIS Associates, L.P.  
Location: Dallas, Texas

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CONTINUED (ADDENDUM) --

1. Tenant Improvements / Alterations. Lessor to provide alterations generally described as "1st floor renovation and Server Room HVAC".

The requirements and specified cost for the Lessor provided alterations is more particularly described on the following documents and drawings:

- A. Statement of Work (SOW) dated 01/07/2014, attached to this LA # 2 as Exhibit "1" (4 pages).
- B. Statement of Work - Amendment (Amended SOW) dated 04/03/2014, attached to this LA #2 as Exhibit "2" (1 page).
- C. A/E design drawings (11 pages / sheets + Construction Documents Project Manual) as approved by GSA and identified as 12/06/2013 Construction Documents-  
HDR Project Number 461003-218813 (collectively the "Design Drawings").
- D. Lessor's revised proposal dated 04/04/2014, attached to this LA # 2 as Exhibit "3" (4 pages).

If a conflict exists with regard to scope of work, the SOW (Exhibits "1" and "2") and Design Drawings (reference C., above) will control. The alterations and improvements will be in compliance with all applicable local codes and ordinances.

NOTE(S): Lessor shall be responsible for moving furniture as needed to perform required work; and, repositioning furniture after completion of the work.

2. Cost of Tenant Improvements / Alterations. Cost of the referenced tenant improvements / alterations is \$250,821.52 and will be paid in a lump sum payment.

The Cost of the alterations and construction of improvements to be completed under this LA # 11 shall not exceed the amount provided for herein, except to the extent the Government shall request a change order and the change order priced and authorized by separate written agreement (Lease Amendment).

3. Lessor Submission of Invoice for Payment. Upon completion of the work and subsequent inspection / acceptance by the Government, the Lessor shall submit to GSA an invoice for \$250,821.52 for the alterations. Said invoice shall include the name and address of the Lessor as shown on this document, the lease number, SLA Number, and Pegasys Document Number (PDN). The Lessor is to provide a copy to the Contracting Officer.

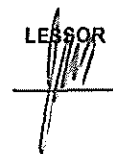
PDN / PS #: PS0029191

INITIALS

GOV'T

LESSOR





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Lessor: Elman Stemmons BfS Associates, L.P.  
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Lessor should submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) (instructions for submitting invoices are found on the website). If Lessor is unable to submit / process the invoice electronically, the Lessor may mail the invoice to the following address:

GSA – Greater Southwest Finance Center  
P. O. Box 17181  
Fort Worth, TX 76102

4. Alterations Will Remain Property of Lessor. The tenant improvements / alterations provided for will remain the property of the Lessor and Lessor waives restoration. Lessor shall be responsible for maintenance and repair of the alterations.
5. Notice to Proceed. This Lease Agreement is not binding until executed by the Government. Lessor's receipt (electronic) of a fully executed (execution by both Lessor and the Government) copy of this Lease Amendment will serve as the Government's Notice to Proceed.
6. Change Orders. Change Orders must approved by the Contracting Officer.

All other terms and conditions of the lease remain unchanged.

\*\*\* END – LEASE AMENDMENT TWO (2) \*\*\*

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