

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 2

DATE (signed by GSA)
5/7/2012

TO LEASE NO.
GS- 07B-16945

ADDRESS OF PREMISES: Empire Central Building
7701 N Stemmons Freeway
Dallas, TX 75247-4232

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

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

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of Supplemental Lease Agreement (SLA) No. 2 are to (1) provide for the renovation on the 2nd, 4th and 5th floors for the [REDACTED] as shown in the attached plans, and (2) provide for the one time lump sum payment to the Lessor upon completion, inspection, and acceptance of work.

1. The Lessor shall provide alterations in accordance with the specifications in Exhibit B – Scope of Work and plans as shown in Exhibit B (4 Pages), attached hereto and made a part hereof. The alterations and improvements shall be 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 for the improvements.

Work will be coordinated with the Barry Wurster, GSA Project Manager (work: 214-767-0228, or cell at 214-406-8295, or email at: barry.wurster@gsa.gov).

All alterations and improvements to the DHS CIS shall remain the property of the Lessor. The Lessor waives all rights to restoration

2. The Cost of the Work for the alterations and construction of improvements to be completed under this SLA No. 2 shall not exceed the Lessor's Provided Costs Proposal dated march 20, 2012, as herein attached and made part of this SLA, submitted by the Lessor, for the sum of \$45,891.38, except to the extent that the Government shall request a Change Order.

Substantial Completion of the Work to be performed under this SLA shall occur no later than sixty (60) days from the date of the Contracting Officer's Notice to Proceed.

The Lessor shall be paid a one-time lump sum payment of \$45,891.38 when work is completed and accepted by the Government. The Lessor shall issue a written Notice to the Government for inspection of the Work. The Government shall perform its inspection 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. The Government shall make payment within thirty (30) days of the date of each 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 and SLA number and the correct PDN, which for this SLA #2 is PS0023411.

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INITIALS
GOVT LESSOR


Supplemental Lease Agreement No. 2 to Lease GS-07B-16945

General Conditions

1. 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.
2. 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 evidenced 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.
3. Extras - Except as otherwise provided in this 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.
4. 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.
5. 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.

This Supplemental Lease Agreement No. 2 consists of fourteen (11) pages:

GSA Form 276, Inclusive (2 pages)

Exhibit A - Lessor's Provided Cost Proposal (5 Pages)

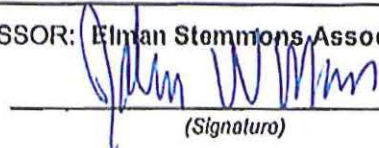
Exhibit B - Scope of Work and plans, (4 pages)

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.

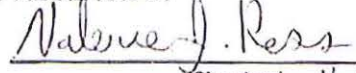
LESSOR: Elman Stommons Associates, LP

BY


(Signature)

John W. Moss, Chief Executive Officer
(Printed Name & Title)

IN PRESENCE OF


(Signature) Valerie J. Ross

100 N Centre Avenue, Suite 502
Rockville Centre, NY 11570-6303
(Address)

UNITED STATES OF AMERICA

BY


(Signature)

Jeff Seria, Contracting Officer
General Services Administration
1100 Commerce Street, Room 720
Dallas, TX 75242-1043
(Official Title)