

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO <u>59</u>	DATE <u>1/5/12</u>
	TO LEASE NO. GS-07B-16567	

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:

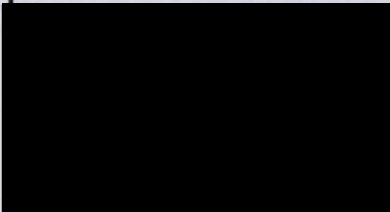
WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on May 12, 2011 as follows:

- (1) to provide for a Notice to Proceed; and
- (2) authorize the payment of a one-time-lump sum of \$1,980.00 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.

 Associates LP

PRESIDENT
Title

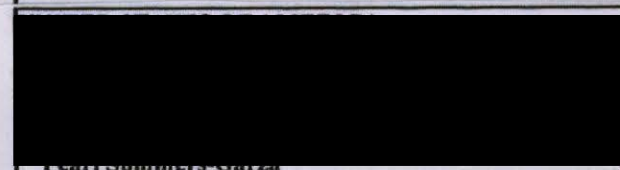
John W. Moss
Printed Name

WITNESSED BY  _____
100 North Centre Avenue Suite 502

Signature
Valerie J. Ross

(Address)
Rockville Centre
NY 11570
City, State, Zip

Printed Name

 _____
Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #89 356
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 #31 to hire two (2) technicians for 8 hours to address programming issues, all of which are depicted in Exhibit A.

2.) It is mutually agreed to between the parties that a- lump-sum-payment of \$ 1,980.00 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 PS0016541 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

356

Lessor Initials:

JS