

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO 4

DATE
7.20.12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GSB-07B-16944

ADDRESS OF PREMISES: 7701 N Stemmons Fwy
Dallas, TX 75247-4232

THIS AGREEMENT, made and entered into this date by and between **Elman Stemmons Associates, LP**
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 hereto agree to supplement the above Lease.

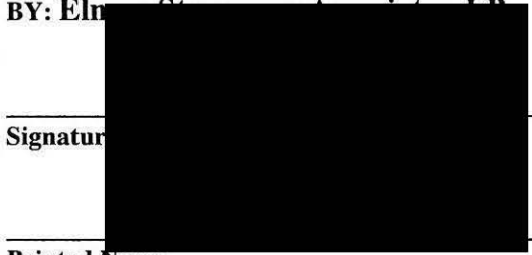
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

- 1.) To increase the amount of area leased by the Government; and
- 2.) To change the rental payment schedule; and
- 3.) To increase the percentage of occupancy; and
- 4.) Description of the Tenant Improvements to be constructed; and
- 5.) To provide a Notice to proceed; and
- 6.) To provide for the payment of the Tenant Improvements and
- 7.) To address the Unauthorized Tenant Improvement stipulation; and
- 8.) All other terms and conditions shall remain in full force and effect.

See Attached

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

BY: Elman Stemmons Associates, LP



E.V.P. Stemmons GP, Inc

Signature

Title

Printed Name

Witnessed in the presence of :



100 North Centre Avenue Ste 502

Signature

(Address)

Valerie J. Ross

Rockville Centre NY 11570

City, State, Zip



Thomas Bell

Contracting Officer
(Official Title)

Supplemental Lease Agreement #4
LTX- 16944
7701 N Stemmons Fwy
Dallas, TX 75247

1.) Expansion Area

The Lessor and Government have agreed to increase the amount of leased area by 574 Rentable Square Feet (RSF) yielding 499 ANSI/BOMA Office Area (ABOA) herein defined as the “**Expansion Area.**” The total square footages of the leased premise shall change from 84,913 RSF and 73,867 ABOA to 85,487 RSF and 74,366 ABOA. The specific leased area the Government will acquire from the Lessor is depicted, outlined and hatched on the attached Floor plan labeled Exhibit “A.”

2.) Rental Payment Schedule

The new Rental amounts shall be as follows:

From the Acceptance Date of the Tenant Improvements by the Government through April 30, 2016 the total annual rental shall be \$1,411,390.37 at the rate of \$117,615.86 paid monthly in arrears. The total annual rent consists of Shell Rent of \$876,241.75, annual Operating Costs of \$535,148.62 plus annual CPI adjustments as stated in the Solicitation for Offer. There are no annual Tenant Improvement costs. The anticipated date of occupancy is April 1, 2012.

From May 1, 2016 through April 30, 2018 the total annual rent shall be \$1,454,133.87 at the rate of \$121,177.82 paid monthly in arrears. The total annual rent consists of Shell Rent of \$918,985.25 and Operating Costs of \$535,148.62 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From May 1, 2018 through April 30, 2020 the total annual rent shall be \$1,496,877.37 at the rate of \$124,739.78 paid monthly in arrears. The total annual rent consists of Shell Rent of \$961,728.75 and Operating Costs of \$535,148.62 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From May 1, 2020 through April 30, 2021 the total annual rent shall be \$1,539,620.87 at the rate of \$128,301.74 paid monthly in arrears.. The total annual rent consists of Shell Rent of \$1,004,472.25 and Operating Costs of \$535,148.62 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

3.) Percentage of Occupancy

The percentage of occupancy for Real Estate Tax purposes shall changed from 48.42% to 48.75 % (85,487 RSF/ 175,368 RSF).

4.) Tenant Improvemnts

The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the attached Exhibit “B”.

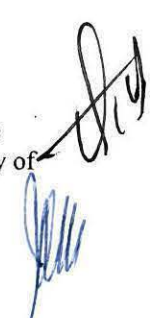
5.) Notice to Proceed

Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvements. The anticipated date of completion and acceptance by the Government is on or before April 1, 2012.

6.) Payment of the Tenant Improvements

The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements is **\$1607.00** and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the alterations necessary to finish the interior of the leased space as depicted on the attached Exhibit “B” All fees, permits and architectural plans are the responsibility of the Lessor and are included in the 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 PS0021559** 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/Realty Specialist at the following address:

General Services Administration
ATTN: David Garrison
819 Taylor Street 5A18
Fort Worth, TX 76102

7.) Unauthorized Tenant Improvements:

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

8.) All other terms and conditions shall remain in full force and effect.

Gov't 
Lessor 