

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 6

DATE (signed by GSA)
8/20/12

LEASE AMENDMENT

TO LEASE NO. GS- 07B-16944

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.

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

The purpose of Lease Amendment No. 6 is to: (1) establish the "Swing Space" for the **[REDACTED]** alteration project on the 6th floor, (2) establish the cost for the Swing Space, (3) 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 Lease Amendment.

1. The Lessor agrees provide Swing Space on the 2nd floor, and to relocate telephones for 93 work stations, furniture, files and boxes from 6th floor to temporary Swing Space on the 2nd floor, and move back once renovation on the 6th floor is completed over a time period to cover 5 phases.

Lessor is to coordinate the design drawings with the Contracting Officer, and GSA Project Manager, Barry Wurster at 214-767-0228, or email at barry.wurster@gsa.gov.

2. The Costs of the work for the "Swing Space" to be completed under this Lease Amendment No. 6 shall not exceed the Lessor's provided Cost Estimate dated August 13, 2012 herein attached and made part of this SLA, for the sum of **\$25,133.00**, except to the extent that the Government shall request a Change Order. Lessor cost estimate as shown in Exhibit A (Pages 1-4) attached and made part hereto.
3. In consideration, the Government shall pay a total of **\$25,133.00**, made in one lump sum payment after 100% completion and acceptance of the final phase of the **[REDACTED]** 6th floor renovation project. The Lessor shall submit to GSA an invoice of **\$25,133.00**, and include the name, address of the Lessor as shown on this document, as well as the Lease & Amendment numbers, and the Pegasys Number **PS0023787**. The electronic invoice must be submitted directly to the GSA Finance Office on the finance website at www.finance.gsa.gov.

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: Elma **[REDACTED]**

BY _____

John W. **[REDACTED]**

Elman Stemmons & P, Inc

Witness for the Lessor by: **[REDACTED]**

(Printed Name) Valerie J. Ross

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

UNITED STATES OF AMERICA **[REDACTED]**

BY _____

Jeff Seria, Lease Contracting Officer
GSA, Public Buildings Service
1100 Commerce Street, Room 720
Dallas, TX 75242-1043

(Official Title)