

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE 9/28/09
(GSA signs)

No. 16

TO LEASE NO. GS-07B-14933


ADDRESS OF PREMISES One Justice Way
Dallas, TX 75220-5220

THIS AGREEMENT, made and entered into this date by and between **Cowperwood Dallas 1, L.P.** whose address is:

245 Commerce Green Blvd., Suite 140
Sugar Land, TX 77478

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

WHEREAS, these parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations herinafter mentioned covenant and agree that the said Lease is amended to furnish, install and maintain  alterations in the men's rest room as stipulated in the Scope of Work as shown in Exhibit A (Pages 1- 4) made part of this lease.

The Lessor to provide all labor, materials and equipment for work. In consideration, the Government shall pay **\$27,662.68** in a one time lump sum payment to the Lessor. All work is to be completed on or before **November 30, 2009**.

The Lessor shall submit to GSA an invoice for **\$27,662.68**, and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, and Pegasys Number: **PS0015892**.

Upon completion of the work and subsequent inspection/acceptance of the government, the Lessor shall provide proof of acceptance of said work by City of Dallas by issuance of the Certificate of Occupancy (if applicable).

An original invoice for each phase must be submitted directly to the GSA Finance Office electronically on the finance website at www.finance.gsa.gov.


Lessor to provide electronic copy of invoice to Jeff Seria, Sr. Realty Specialist at: jeff.seria@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: COWPERWOOD Dallas L.L.P.

BY: 

In The Presence Of:


245 Commerce Green Blvd, Ste 140
Sugar Land, TX 77478

UNITED STATES OF AMERICA

By: 

Contracting Officer
General Services Administration
819 Taylor Street, 5th Floor
Fort Worth, TX 76102

Sheet 1 attached and made a part hereto to GSA Lease GS-07B-14933, Supplemental Lease Agreement No. 16 Exhibit A (Pages 1-4) made part of this Supplemental Lease Agreement No. 16

Scheduling Agreement Work

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so the minimum amount of interference with Government activities will result. Lessor shall provide Project Schedule to Agency and GSA within 5 business days of Notice to Proceed (NTP), or at the Pre-Construction Meeting within 5 business days. **Work is to be completed by November 30, 2009.**

Lessor's Employees

Each employee of the Lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

Extras

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

Use of Building

The Lessor shall prohibit his employees from disturbing papers of desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Building Managers, guards, inspectors, etc.

Accident Prevention

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

Inspection

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 promptly corrected and made acceptable to the Government.

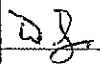
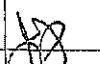
Indemnity

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 occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

Restoration Waiver

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

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

	
Govt	Lessor

e