GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE (signed by GSA)

No. 20

9/9/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-07B-14933

ADDRESS OF PREMISES:

One Justice Drive Dallas, TX 78840-5573

THIS AGREEMENT made and entered into this date by and between Cowperwood Dallas I, LP, whose address is:

246 Commerce Green Blvd, Suite 140

Sugar Land, TX 77478

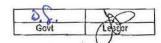
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.

- 1. The purpose of Supplemental Lease Agreem (%LA) No. 20 are to (1) establish the alterations for the renovating the 2nd, 3rd, 4th and 5th floors of FBI Dallas Field Office, (2) establish the Architectural plans, (3) establish the cost for improvements, (4) the final inspection and the process for submitting the electronic invoice for payment for the work to be performed under this SLA.
- 2. The Lessor is authorized to construct, install, and maintain the alterations and improvements in accordance with Exhibit A, the Drawings and Specifications as prepared by Powers Brown Architecture, Registered Architect in the State of Texas, License No. 10398, identified by its Project No. 101076, dated April 14, 2011 and last revised on June 15, 2011, hereby made part of this SLA. The Lessor is to provide all labor, materials, equipment required to make the alterations and construct the improvements, and thereafter maintain the FBI improvements.

Notwithstanding the above, the Government does not warrant the technical accuracy of the attached Drawings, but acknowledges that the Lessor had based its pricing and total costs for the above described Work from the attached Drawings, and that any changes thereto ordered by the Government shall constitute a change to the

- The cost of the Work for the alterations and construction of improvements to be completed under this SLA No. 20 shall not exceed the sum of \$258,639.16, except to the extent that the Government may request a Change Order, as stated in Exhibit B, the Lessor's Provided Cost Proposal dated July 7, 2011 attached hereto and made part hereof.
- 4. Substantial completion of the Work to be performed under this SLA shall occur no later than One Hundred Twenty (120) days from the date of the Contracting Officer's Notice to Proceed. All alterations and constructed improvements to the Fbi shall remain the property of the Lessor, and the Lessor waives all rights to restoration.
- 5. The Lessor shall be paid a one-time lump sum payment of \$258,639.36 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 shall not be unreasonably withheld. The Government shall make payment within thirty (30) days of the date of the invoice.

Lessor shall submit invoice for payment electronically via the GSA finance website at www.finance.gsa.gov. The 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 #20 is: PS00201297.



Supplemental Lease Agreement No. 20 to Lease GS-07B-14933

General Conditions:

- 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. <u>Lessor's Employees</u> 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 evidence 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.
- 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.
- 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. 20 consists of sixty-seven (67) pages:

GSA Form 276, inclusive (2 pages)

Exhibit A – Architectural Plans prepared by Powers Brown Architecture, Texas License No. 10398, Project No. 101076, dated April 14, 2011 with 3rd revision dated June 15, 2011, (45 Pages) Exhibit B – Lessor's Provided Costs Proposal, (20 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. LESSO BY: Jacqueline Schlather, Vice President (Printed Name & Title) IN PR 245 Commerce Green Blvd., Ste. 140 Sugar Land, TX 77478 (Address) UNITED STATES OF AMERICA: Dee Graham, Contracting Officer General Services Administration 819 Taylor Street, 5A18, Cubicle 159 Fort Worth, TX 76102-6114 BY: (Signature) (Official Title)