

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE <i>Aug 9, 2011</i>
	TO LEASE NO. GS-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

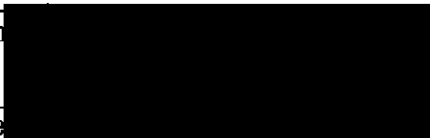
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

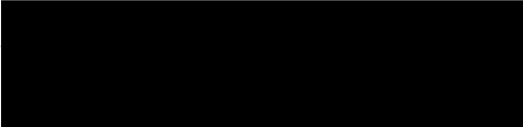
- 1.) To accept the leased space and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) establish the reduction amount for vacant space; and
- 7.) establish a rental credit for overpayment; and
- 8.) 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.

BY: Elm		<i>EVP, Elman Investors, Inc.</i>
Signature		<i>its General Partner</i>
		Title

John W. Moss
Printed Name

W		<i>100 NORTH CENTRE AVE</i>
Signature		<i>SUITE 502</i>
		(Address)

<i>TIM HEDUM</i>	<i>ROCKVILLE CENTRE NY 11570</i>
Printed Name	City, State, Zip

	General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 Contracting Officer (Official Title)
Thomas Bell	

Supplemental Lease Agreement No. 1

LTX16944

7701 N Stemmons Fwy
Dallas, Texas 75247-4232

- 1.) The Government accepts the leased space on May 1st, 2011.
- 2.) The commencement date of the rental shall be May 1, 2011 and shall expire on April 30, 2021.
- 3.) The office space square footage shall be 84,913 rentable square feet (RSF) yielding 73,867 ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From May 1, 2011 through April 30, 2016 the total annual rental shall be \$1,401,913.63 at the rate of \$116,826.14 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$870,358.25, annual Operating Costs of \$531,555.38 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From May 1, 2016 through April 30, 2018 the total annual rent shall be \$1,444,370.13. The total annual rent consists of Shell Rent of \$912,814.75 and Operating Costs of \$531,555.38 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 \$1,486,826.63. The total annual rent consists of Shell Rent of \$955,271.25 and Operating Costs of \$531,555.38 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 \$1,529,283.13. The total annual rent consists of Shell Rent of \$997,727.75 and Operating Costs of \$531,555.38 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 48.42% (84,913 RSF /175,368 RSF) and the new Base Year for taxes shall be the taxes in the year of 2012.

6.) The Government's adjustment of vacant space shall be a reduction of \$2.00/ABOA .

7.) The Lessor and Government have been in a standstill agreement since March 5, 2010 under Lease GS-07B-13347. An extension has been executed for GS-07B-13347 from March 5, 2010 to April 30, 2011. From May 1, 2011 to August 31st, 2011 the Government will have overpaid the Lessor a total of \$177,150.72 for rent on leases GS-07B-16944 and GS-07B-16945. Starting with the payment for August rental which will be September 1, 2011 through May 1, 2012 GSA shall withhold \$22,143.84 from the those monthly rental payments as a credit for the overpayment by the Government to the Lessor for rent. The withhold amount shall be subtracted from the Shell Rent only.

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

Gov't Initials

Lessor Initials:

Handwritten signatures for the Government and the Lessor. The Government's signature is a stylized 'JH' and the Lessor's signature is a more complex, cursive signature.