

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 50

DATE
9/20/10
DATE WHEN GSA SIGNS

TO LEASE NO. **GS-07B-14420**

ADDRESS OF PREMISES 1301 Young Street
Dallas, TX 75230

THIS AGREEMENT, made and entered into this date by and between **HPI/GSA-2B, LP, a Delaware Limited Partnership** whose address is: 100 N. Tryon Street, Suite 5500
Charlotte, NC 28202

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

1. The purpose of this Supplemental Lease Agreement (SLA) No. 50 is to authorize the Lessor to perform alterations for the [REDACTED] on the 6th floor (Suites 630, 660 & 670) as shown in the Exhibit A (Lessor bid, Pages 1-15; and plans prepared by Burson & Williams Architects, Inc, Project No. 10-210, dated June 4, 2010, sheets A0.0, A1.0, A1.1, A2.0) made part of this lease.
2. Lessor shall comply with all laws, ordinances and regulations (Federal, State, County and City or otherwise). Lessor is responsible for securing and payment of any permits, fees, architecture/engineering designs and/or plans required by the City of Dallas to complete the alterations. Lessor shall provide a copy of the City Permit prior to GSA & Agency prior to the Pre-Construction meeting. Said work will be completed within 45 days of receipt of the Permit Approval issued by the City of Dallas.
3. 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 "Green Card" before GSA can complete a final inspection and acceptance of alterations.
4. The Lessor to provide all labor, materials, equipment and maintenance for work. In consideration, the Government shall pay **\$95,877.00** in a one time lump sum payment to the Lessor as shown in Exhibit A described in Paragraph 1 above.
5. Upon approval of the Government, the Lessor shall submit to GSA an invoice for **\$95,877.00**; and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, AND PEGASYS NO. **PS0018211**. An original invoice 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@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.

[REDACTED]

Its: Vice President

[REDACTED]

100 N. Tryon Street, Suite 5500, Charlotte, NC 28202

United States of America

[REDACTED]

BY

General Services Administration
1100 Commerce Street, Room 720
Dallas, TX 75242-1043

Jeff Seria, Contracting Officer

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Sheet 1 attached and made a part hereto to GSA Lease GS-07B-14420, Supplemental Lease Agreement No. 50 Exhibit A (Lessor bid, Pages 1-15; and plans prepared by Burson & Williams Architects, Inc, Project No. 10-210, dated June 4, 2010, sheets A0.0, A1.0, A1.1, A2.0) made part of this lease.

6. Room #630 will receive all new ceiling grids/tiles, recessed light fixtures and HVAC ducts. Existing ceiling grids/tiles in rooms #660 & #670 will remain.
7. SSA provide systems cubicle furniture. Existing furniture located in Room #650 will be dismantled by Lessor's contractor (Gallaher Project Services) and re-installed to room #630 after renovation has been completed. Lessor's IT/data contractor (NATVIG) is responsible for installing new data lines into new cubicles in room #630. Lessor's electrical contractor (Rich Electric) is responsible for installing electrical base feed to system furniture.

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 within 5 business days of the Pre-Construction Meeting. All work to be done during **normal business hours, 6:00am to 6:00pm.**

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.

Use of Building

The Lessor shall prohibit his employees, contractors and/or sub-contractors from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

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.

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 incidental 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.

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| Govt  | Lessor  |

