

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 15

DATE 2-15-01

TO LEASE NO.
GS-07B-14420

ADDRESS OF PREMISES 1301 Young Street
Dallas, TX

THIS AGREEMENT, made and entered into this date by and between HPI/GSA-2B, L.P., a Delaware Limited Partnership whose address is 227 West Trade Street Suite 2320 Charlotte, NC 28202

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 considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective _____ upon signing by both parties _____, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to authorize the lessor to perform electrical power wiring alterations within the leased space on the 6th floor.

1. The Lessor shall provide alterations in consideration of a one time lump sum payment of \$47,566.93 in space occupied by the [redacted] at 1301 Young Street, ^{6th Floor} ~~1st and 2nd floors~~, Dallas, TX. Alterations shall be made in accordance with the attached specifications, designated Exhibit A3 and floor plans, designated Exhibit B3.
2. The General Conditions for Lease Alterations Pages 1-4, designated Exhibit C3 are added to and made part of this lease and shall apply to these alterations.
3. Alterations will remain the property of the Lessor.
4. Lessor will be responsible for maintenance of the alterations.
5. Lessor hereby waives all rights to restoration pertaining to these alterations.
(continued on Sheet 2-3 attached)

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.

LES
BY [redacted]

By: HPI/GSA-2B, Inc. Its: **MICHAEL VERRUTO**
VICE PRESIDENT

IN PRESENCE [redacted]

UN
BY [redacted]

(Title)

HPI MANAGEMENT, LP
227 WEST TRADE STREET
SUITE 2320
CHARLOTTE, NC 28202
(Address)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102
(Official Title)

Supplemental Lease Agreement No. 15 to Lease GS-07B-14420,
Dallas, TX

(Continued from Page 1)

6. It is agreed that work will be performed during non-working hours (after 5:30 pm weekdays or on weekends). Work performed by the Lessor outside said working hours shall be at no additional expense to the Government.

7. Any request received by the Lessor from occupants of the space to change the hours of work shall be referred to the Contracting Officer for determination.

8. The Lessor, his subcontractors and their employees shall not have access to or be admitted into the space outside the scope of this contract except with official permission.

9. Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Lessor in dividing the work among subcontractors, nor to limit the work performed by any trade.

10. The Lessor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

11. The Government will not undertake to settle any difference between or among the lessor, subcontractors and suppliers.

12. The Lessor shall prepare the space in accordance with the attached specifications labeled as Exhibit A3 and floor plans labeled as Exhibit B3, within 45 days from the date of this Supplemental Lease Agreement.

13. At anytime, the Contracting officer may make changes within the scope of this SLA by a written order. Such changes include correcting problems arising from on-site conditions and/or better definition of requirements. If a change causes an increase or decrease in the cost of, or the time required for work performance, an equitable adjustment shall be made. Failure to agree to any adjustment shall be a dispute over facts under the Disputes Clause. However, nothing in that clause shall excuse the Lessor from proceeding with the SLA as changed.

14. Prior to commencement of the work, the Lessor will contact the General Services Administration Contracting Officer to schedule a pre-work conference. The Lessor will also advise the Contracting Officer when the alterations have been completed in order to schedule acceptance inspection.

INITIALS

Govt	Lessor
CRH	M

Supplemental Lease Agreement No. 15 to Lease GS-07B-14420
Dallas, TX

(Continued from Page 2)

15. Upon completion of the alterations, the lessor will notify the contracting officer to schedule an inspection. Upon inspection, the lessor, with assistance from General Services Administration technical specialist, will complete the Pre-Travel Work Authorization. Within 30 days, the engineering specialist will inspect and certify that the work has been completed in accordance with the plans and specifications.

16. Upon receipt of the Pre-Travel Work Authorization payment will be processed for 75 percent of the lump sum payment amount related to LAN installation. An itemized invoice should be submitted with a copy of the Pre-Travel Work Authorization.

17. Upon completion of the final inspection and correction of any punch list deficiencies the final payment for the remaining 25 percent will be authorized.

18. Payment for any concurrent non-LAN separately priced space alterations will be paid in full within 30 days of inspection and acceptance. Punch list items will be completed prior to payment.

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

INITIALS

Govt	Lessor
CRH	M