

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 38

3/23/2009
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. 38 is to authorize the Lessor to perform building alterations on the 4th floor, Suite 460 (SSA ODAR Office) according to Agency requirements as stipulated in the Scope of Work as shown in Exhibit A (Pages 1-11) made part of this lease. Said work will be completed within 60 days of Notice to Proceed by the Contracting Officer.
2. The Lessor to provide all labor, materials and equipment for work. In consideration, the Government shall pay \$274,231.80 in a one time lump sum payment to the Lessor.
3. Upon completion of the work and subsequent inspection/acceptance of the government, the Lessor shall submit to GSA an invoice for \$274,231.80, and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, AND PEGASYS NO. PS0014356. 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 said 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 HPI/GSA-2B, LP
by: HPI/GSA 2B, Inc.

In the Presence Of:



Its: President

Address:

100 N. Tryon St, Ste. 5500, Charlotte, NC 28202

United States of America

General Services Administration
819 Taylor St, Room 14B
Fort Worth, TX 76102

BY



(Signature)

Veryl D. Graham, Contracting Officer

(Signature)

Sheet 1 attached and made a part hereto to GSA Lease GS-07B-14420, Supplemental Lease Agreement No. 38 Exhibit A (Pages 1-11) made part of this Supplemental Lease Agreement No. 38

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.

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.

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