

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 52 TO LEASE NO. GS-07B-14420	DATE (when GSA signs) 10/13/2011
ADDRESS OF PREMISES 1301 Young Street Dallas, TX 75230			
THIS AGREEMENT, made and entered into this date by and between HPI/GSA-2B, LP 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 <u>Upon signing of both parties</u> , as follows:			
1. The purpose of this Supplemental Lease Agreement (SLA) No. 52 is to authorize the Lessor to perform building alterations and remodel Suite 732 for the [REDACTED]. The Lessor, HPI/GSA-2B, LP is hereby authorized to provide certain change order alterations in accordance with Exhibit A (Pages 1-13) the Lessor's cost proposal and plans attached hereto and made a part hereof. Notwithstanding the above, the Government does not warrant the technical accuracy of the attached Drawings, ed by Burson & Williams Architect, Project No. 11-140, dated February 24, 2011 (A0.0, A1.0, A1.1, A2.0), 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 described Work (i.e. a "Change Order"). All Change Orders must be approved by the Contracting Officer. Work will be coordinated with the Brad Garbors, GSA Project Manager (work: 214-767-6254, or email at: Brad.garbors@gsa.gov). All alterations shall remain the property of the Lessor, and the Lessor waives all rights to restoration. Substantial Completion of the Work to be performed under this SLA shall occur no later than Ninety (90) days from the date of the Contracting Officer's Notice to Proceed.			
2. The Lessor to provide all labor, materials, equipment and maintenance for this change order work. In consideration, the Government shall pay \$28,764.00 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 \$28,764.00, and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, AND PEGASYS NO. <u>PS0021304</u> . 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 .			
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 BY [REDACTED] _____ (signature)		General Services Administration 1100 Commerce Street, Room 720 Dallas, TX 75242-1043 Jeff Seria, Contracting Officer	

Sheet 1 attached and made a part hereto to GSA Lease GS-07B-14420, Supplemental Lease Agreement No. 52.

4. General Conditions

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 Brad Garbers, COTR at the Pre-Construction Meeting.

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 incident 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.

This Supplemental Lease Agreement No.52 consists of twenty-four (24) pages:

- GSA Form 276, Inclusive (2 pages)
- Exhibit A – Lessor provided cost proposal (11 pages)
- Exhibit B – Scope of Work, Lessor Drawings (11 pages)

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

INITIALS
GOV'T LESSOR
