GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 53

GS-07B-14420

DATE

9/13/11

AGREEMENT TO LEASE NO:

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. Tyron Street, Suite 5500

Charlotte, NC 28202

hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter 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 by both parties as follows:

1. The purpose of this Supplemental Lease Agreement (CLA) No. 70 is to sufficiently be to perform building alterations and remodel Suite 714 for the U.S. Department of Health and Human Services. The Lessor, HPI/GSA-2B, LP is hereby authorized to provide certain change order alterations in accordance with Exhibit A (Pages 1-9) the Lessor's cost proposal and plans and Exhibit B (Pages 1-6) Statement of Work, 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, dated February 28, 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.

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

its: Vice President		ADDRESS: 100 N. Tryon Street, Suite 5500, Charlotte, NC 28202
(Signature)	g.	GENERAL SERVICES ADMINISTRATION CONTRACTING OFFICER

GSA FORM 276 (JULY 67)

- The Lessor to provide all labor, materials, equipment and maintenance for this change order work. In consideration, the Government shall pay \$38,801.00 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 \$38,801.00, and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, AND PEGASYS NO. PS0021146. 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.

