GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE (signed by GSA)

No. 55

4/9/12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 07B-14420

ADDRESS OF PREMISES:

1301 Young Street

Dallas, TX 75202-5433

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, hereafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of Supplemental Lease Agreement (SLA) No. 55 is to (1) provide for installation of the Region VI Headquarters Office for the requirements as shown in the attached plans, and (2) provide for a one time lump sum payment to the Lessor upon completion, inspection, and acceptance of the work.

 The Lessor shall provide alterations in accordance with the Scope of Work as described in Architectural Plans and Specifications as prepared by Burson & Williams Architects, Inc, Project No. 08-18N, dated September 14, 2011. Pages 51-59 in Exhibit A attached hereto and made a part hereof.

Notwithstanding the above, the Government does not warrant the technical accuracy of the attached Drawings, but acknowledges that the Lessor had based its pricing and total costs for the above described Work from the attached Drawings and Scope of Work, and that any changes thereto ordered by the Government shall constitute a change to the described Work (i.e. a "Change Order").

Lessor shall maintain all alterations for one year (365 days) from acceptance. <u>Thereafter, the Government is responsible for maintaining said equipment.</u> Lessor hereby waives all rights to restoration pertaining to these alterations.

The Lessor shall be paid a one-time lump sum payment of \$201,644.45 per the Lessor's cost proposal as shown in Exhibit B, attached hereto and made a part hereof. Payment shall be made in accordance with the Prompt Payment Act.

Lessor shall submit invoice for payment electronically via the GSA finance website at www.finance.gsa.gov. Each invoice is required to have a unique number, the name and address of the Lessor, the Lease and SLA number, and the correct PDN, which for this SLA #55 is PS0023176.

Work will be coordinated with the Bret Stubbs, GSA Architect/Project Manager (work: 214-767-2140, or cell at 214-490-3115, or email at: bret.stubbs@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.

INITIALS
GOV'T LESSOR

LESSOR

Supplemental Lease Agreement No. 55 to Lease GS-07B-14420 This Supplemental Lease Agreement No. 55 consists of twenty-two (22) pages: GSA Form 276, inclusive (2 pages) Exhibit A - Architectural Plans and Specifications as prepared by Burson & Williams Architects, Inc, Project No. 08-18N, dated September 14, 2011, Pages 51-59 (9 pages) Exhibit B - Lessor cost estimate dated March 26, 2012 (Pages 1-11) 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. 100 N. Tryon Street, Suite 5500, Charlotte, NC 28202 Its: Vice President UNITED STATES OF AMERICA: Dee Graham, Contracting Officer General Services Administration

GSA Form 276 (Jul. 67)

76102-6114

819 Taylor Street, 5A18, Cubicle 159

(Official Title)

Fort Worth, TX

(Signature)