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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | | SUPPLEMENTAL AGREEMENT NO. 58 | DATE <i>(when GSA signs)</i> 08/02/12 |
| | | 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 | | | |
| 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. 58 is to authorize the Lessor to perform building alterations in Suites 235, 240 & 520 for the [REDACTED]. The Lessor, HPI/GSA-2B, LP is hereby authorized to provide certain alterations in accordance with the Lessor's cost proposal dated June 18, 2012, as shown in attached Exhibit A (Pages 1-7) attached hereto and made a part hereof; and Scope of Work dated March 5, 2012, Project No. DSLA-11-20 as shown in Exhibit B (Pages 1-7) attached hereto and made part hereof. The Lessor acknowledges that had based its pricing from the Scope of Work. Any changes thereto ordered by the Government shall constitute a change to the described Work (i.e. a "Change Order"), and must be approved by the Contracting Officer. Work will be coordinated with the Barry Wurster, GSA Project Manager (work: 214-767-0228, or email at: barry.wurster@gsa.gov). All alterations shall remain the property of the Lessor, and the <u>Lessor waives all rights to restoration</u> . Substantial Completion of the Work to be performed under this SLA shall occur no later than forty-five (45) 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 \$51,664.90 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 \$51,664.90, and include the name, address of the Lessor as shown on this document, as well as the lease number, SLA number, AND PEGASYS NO. PS0024009 . 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 | | Address: 100 N. Tryon St, Ste. 5500 Charlotte, NC 28202 | |
| United States of America BY [REDACTED] | | General Services Administration 1100 Commerce Street, Room 720 Dallas, TX 75242-1043 <u>Jeff Seria, Contracting Officer</u> | |