

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 9

DATE 2-22-00

TO LEASE NO.  
GS-07B-14420

ADDRESS OF PREMISES 1301 Young Street  
Dallas, TX

THIS AGREEMENT, made and entered into this date by and between HPI/GSA-2B, L.P., a Delaware Limited Partnership

whose address is 227 West Trade Street  
Suite 2320  
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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective \_\_\_\_\_ upon signing by both parties \_\_\_\_\_, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to authorize the lessor to perform electrical power wiring alterations within the leased space on the 3<sup>rd</sup> floor.

1. The Lessor shall provide electrical power wiring alterations in consideration of a one time lump sum payment of \$98,164.00 in space occupied by the [REDACTED] at 1301 Young Street, 3<sup>rd</sup> floor, Dallas, TX. Alterations shall be made in accordance with the attached specifications, designated Exhibit A and floor plans, designated Exhibit B.
2. The General Conditions for Lease Alterations Pages 1-4, designated Exhibit C are added to and made part of this lease and shall apply to these alterations.
3. Alterations will remain the property of the Lessor.
4. Lessor will be responsible for maintenance of the alterations.
5. Lessor hereby waives all rights to restoration pertaining to these alterations.  
(continued on Sheet 2-3 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.

[REDACTED SIGNATURE]

IN [REDACTED]

[REDACTED]

UN [REDACTED]

BY [REDACTED]

MICHAEL VERRUTO, the VP of HPI/GSA-2B, INC.,  
WHICH IS THE GENERAL PARTNER OF  
HPI/GSA-2B, LP, WHICH IS THE LESSOR  
(Title)  
227 W. Trade St. Suite 2320  
Charlotte NC 28202  
(Address)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST., FT. WORTH, TX 76102  
(Official Title)

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Dallas, TX

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6. It is agreed that work will be performed during non-working hours (after 5:30 pm weekdays or on weekends). Work performed by the Lessor outside said working hours shall be at no additional expense to the Government.

7. Any request received by the Lessor from occupants of the space to change the hours of work shall be referred to the Contracting Officer for determination.

8. The Lessor, his subcontractors and their employees shall not have access to or be admitted into the space outside the scope of this contract except with official permission.

9. Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Lessor in dividing the work among subcontractors, nor to limit the work performed by any trade.

10. The Lessor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

11. The Government will not undertake to settle any difference between or among the lessor, subcontractors and suppliers.

12. The Lessor shall prepare the space in accordance with the attached specifications labeled as Exhibit A and floor plans labeled as Exhibit B, by March 15, 2000.

13. At anytime, the Contracting officer may make changes within the scope of this SLA by a written order. Such changes include correcting problems arising from on-site conditions and/or better definition of requirements. If a change causes an increase or decrease in the cost of, or the time required for work performance, an equitable adjustment shall be made. Failure to agree to any adjustment shall be a dispute over facts under the Disputes Clause. However, nothing in that clause shall excuse the Lessor from proceeding with the SLA as changed.

14. Prior to commencement of the work, the Lessor will contact the General Services Administration Contracting Officer to schedule a pre-work conference. The Lessor will also advise the Contracting Officer when the alterations have been completed in order to schedule acceptance inspection.

INITIALS

Gov't	Lessor
<i>CPH</i>	<i>W</i>

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15. Upon completion of the alterations, the lessor will notify the contracting officer to schedule an inspection. Upon inspection, the lessor, with assistance from General Services Administration technical specialist, will complete the Pre-Travel Work Authorization. Within 30 days, the engineering specialist will inspect and certify that the work has been completed in accordance with the plans and specifications.

16. Upon receipt of the Pre-Travel Work Authorization payment will be processed for 75 percent of the lump sum payment amount related to LAN installation. An itemized invoice should be submitted with a copy of the Pre-Travel Work Authorization.

17. Upon completion of the final inspection and correction of any punch list deficiencies the final payment for the remaining 25 percent will be authorized.

18. Payment for any concurrent non-LAN separately priced space alterations will be paid in full within 30 days of inspection and acceptance. Punch list items will be completed prior to payment.

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

INITIALS

Gov't	Lessor
CRH	R