

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT No. 9	DATE 12/1/11
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-04B-50121	
ADDRESS OF PREMISES: 157 Tradeport Drive, Suite 1000, Atlanta, GA 30354-3930			
THIS AGREEMENT, made and entered into this date by and between Highwoods Realty Limited Partnership whose address is: 3100 Smoketree Court Suite 600 Raleigh, NC 27604 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 <u>December 1, 2011</u> , as follows:			
1. Paragraph 16 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following: In accordance with Solicitation for Offers OGA2008 paragraph 2.4, <i>Broker Commission and Commission Credit</i> , Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of the [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured. The total initial annual shell rent is \$778,264.85, which equals \$64,885.40 (rounded) per month. The commission credit will be taken over the first nine (9) months of the lease term with a monthly credit of [REDACTED] (commission credit divided by 9 months). First month's pro-rated gross rental payment of \$62,182.92 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's gross rent). The rent credit has been pro-rated based on a rent commencement of 10/14/11, which results in 18 days worth of credit the first calendar month. Second month's gross rental payment of [REDACTED] minus the prorated commission credit of [REDACTED] equals \$50,186.03 (adjusted second month's gross rent). Third month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's gross rent).			
All other terms and conditions of the lease shall remain in force and effect.			
LESSOR			
SIGNATURE Highwoods Realty Limited Partnership <i>James Bacchetta</i>		NAME OF SIGNER James Bacchetta	
ADDRESS 2200 Century Parkway, Suite 800, Atlanta, GA 30345			
IN THE PRESENCE OF (SIGNATURE) <i>Susan Howard</i>		NAME OF SIGNER Susan Howard	
UNITED STATES OF AMERICA			
SIGNATURE <i>Pamela W. Murphy</i>		NAME OF SIGNER Pamela Murphy	
		OFFICIAL TITLE OF SIGNER Contracting Officer	

Fourth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted fourth month's gross rent).

Fifth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted fifth month's gross rent).

Sixth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted sixth month's gross rent).

Seventh month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted seventh month's gross rent).

Eighth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted eighth month's gross rent).

Ninth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted ninth month's gross rent).

Tenth month's gross rental payment of \$107,092.80 minus the prorated commission credit of [REDACTED] equals [REDACTED]
(adjusted tenth month's gross rent). The [REDACTED] is the balance of the commission credit remaining after the first 9 months
(including the partial month credit in month 1).

Sum