

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-04B-50090

ADDRESS OF PREMISES:

2635 Century Parkway,
ATLANTA, GA 30345-3153

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 27064-105087 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate the alterations into Lease Contract, issue the Notice to Proceed and establish the LUMP SUM payment for alterations.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Lease Amendment (LA) and the Notice to Proceed is issued for the NOT TO EXCEED amount of ~~\$100,725.34~~ ^{100,725.34 SA} in accordance with the specifications detailed in Exhibit A (26 pages total comprised of the 21 pages Scope of Work/Budget dated 09/27/2012 and depicted on the 5 pages floor plan/specifications dated 04/26/2012), attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost approved by this NTP will be the financial responsibility of the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in Exhibits "A" Scope of Work. All work must be completed within 90-days from issuance of this Notice to Proceed.

Lessor will be paid a lump sum payment in the amount of ~~\$100,725.34~~ ^{WAC 100,725.34 SA} after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Exhibit "A", or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, the Lessor shall maintain, repair or replace all items and equipment provided by the Lessor under this SLA at the request of the Government and at the cost of the Government to be paid for by Reimbursable Work Authorization. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

For payment purposes, all invoices shall be sent to: U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 and Lessor's certified billing invoice shall reference the following Payment Document Number PDN# ~~PS0026229~~.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

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

FOR THE LESSOR:

Signature: [Signature]
Name: Jim Barchetta
Title: VP
Entity Name: Highwoods Realty LP
Date: 10-18-12

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Scott Ayers
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/18/12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Susan Howard
Title: Mgr of Lease Administration
Date: 10-18-12