

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61108	DATE 10/8/12	PAGE 1 of 2
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ADDRESS OF PREMISES **4245 International Parkway, Atlanta, GA 30354-3923**

THIS AGREEMENT, made and entered into this date by and between Highwoods Realty, LP

whose address is 2200 Century Parkway, Suite 800
Atlanta, GA 30345-3118

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 issue the Notice to Proceed on Tenant Improvements, increase the annual operating expense rent, delete and replace Paragraph 1.03 Subparagraph A, and Paragraph 1.12 of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Supplemental Lease Agreement (SLA) and the Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$880,818.12 in accordance with the specifications detailed in the Construction Documents dated 8/7/12, additional scope of work provided by [REDACTED] on 9/6/12, and the construction bids dated 9/11/12.

Amortized in Rent	\$877,870.00
TI Allowance	\$880,818.12
Remaining Allowance	\$2,948.12

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for 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 accordance with Lease Paragraph 4.01.H, all work must be completed within **120** working days from issuance of this Notice to Proceed.

Lessor waives any restoration in connection with the tenant improvements provided. Title to the tenant improvements shall vest in the Government. These items can be removed by the Government at any time. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement (if necessary as a result of damage and so long as such damage is not caused by the Government's negligence or willful misconduct) of all items provided by the Lessor under this lease. 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.


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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


LESSOR Highwoods Realty, LP

SIGNATURE 	NAME OF SIGNER James V. Bacchetta, Vice President
ADDRESS 2200 Century Parkway, Suite 800, Atlanta, GA 30345	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Susan Howard
ADDRESS 2200 Century Parkway, Suite 800, Atlanta, GA 30345	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Darnell Chavis OFFICIAL TITLE OF SIGNER Contracting Officer
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Section 1.03, Subparagraph A is hereby deleted in its entirety and replaced with:

	Years 1-7		Years 8-11	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$224,050.62	\$9.33	\$310,260.88	\$12.92
TENANT IMPROVEMENTS RENTAL RATE*	\$157,291.70	\$6.55	\$0.00	\$0.00
OPERATING COSTS	\$134,958.68	\$5.62	\$134,958.68	\$5.62
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$0.00	\$0.00
FULL SERVICE RATE	\$516,301.00	\$21.50	\$445,219.56	\$18.54

	Years 12-15	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$366,693.78	\$15.27
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS	\$134,958.68	\$5.62
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00
FULL SERVICE RATE	\$501,652.46	\$20.89

Additionally, Section 1.12 of the Standard Lease shall be deleted in its entirety and replaced with the following:

1.12 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.62 per rentable sq. ft.

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.