

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-04P-LGA62337
ADDRESS OF PREMISES 1875 CENTURY BOULEVARD ATLANTA, GA 30345-3325	PDN Number:

THIS AMENDMENT is made and entered into between Highwoods Realty Limited Partnership whose address is:

3100 Smoke Tree Court, Suite 600
Raleigh, NC 27604

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 with the construction of the demised premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 15, 2015 as follows:

A. The construction specifications dated plans dated July 15, 2015, and Addendum #1 dated August 11, 2015 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Documents".

B. Pursuant to Lease Section 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL, the Government has reviewed the tenant improvement (TI) costs and has determined that they are fair and reasonable. This Lease Amendment represents the Notice to Proceed with the construction of the TI's in the amount of \$2,962,005.18. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expediter fees, labor, materials,

This Lease Amendment contains 3 pages.

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 below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: Jim Dacchetto

Name: Jaskamal Tucker

Title: Vice President

Title: Contracting Officer

Entity Name: Highwoods Realty Limited Partnership

Title: GSA, Public Buildings Service

Date: 10-14-15

Date: 10-14-15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Michelle Coleman

Title: Lease Administration

Date: 10-14-15

overhead and profit. Upon execution by the Government, the Lessor is to proceed with the work to construct the space in accordance with the specifications set forth in the Lease and the Final Construction Documents.

C. The Lessor shall furnish and remain responsible for installing, maintaining, and providing all labor, materials, tools, equipment, services and associated work, per the negotiated price for the build out of the Government's space. The Government shall be responsible for maintaining its personal property, specifically furniture and furniture related items or Audio Video equipment post construction. The work shall be completed within 120 working days from the date the lease amendment is executed by both the Lessor and Government. Signatures to this lease amendment by both the Lessor and the Government must be completed, by October 21, 2015, the effective date of this lease amendment.

D. Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the Final Construction Documents, the total cost for all tenant improvements is \$2,962,005.18 of which \$2,251,112.82 is to be amortized over five years (5) at 4.0% annually and the remaining balance of \$710,892.36 shall be paid to the Lessor as a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government.. The amortized amount is inclusive of all Construction and BSAC costs, \$2,101,112.82 and \$150,000.00, respectively.

E. Any additional change orders after the start of the construction process must be submitted in writing to the Contracting Officer for review and approval. The lessor cannot proceed with the changes unless agreed to in writing by the Contracting Officer. The consolidation of costs will be completed upon substantial completion of the space by the Lessor and acceptance by the Government, and the parties shall execute a subsequent Lease Amendment setting forth the firm term of the Lease, the amortization of the tenant improvement allowance and the annual rental rate.

F. 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 and restoration in connection with these items. Unless the Government has removed the item(s) from the premises, Lessor shall remain responsible for maintenance, repair and replacement 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.

All invoices shall be sent to the U.S. General Services Administration, Finance Division – 7BCP address noted below with the following PS# 0033167. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

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 supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Lessor shall provide proper invoice, referencing this PS# 0033167, per instructions stated below:

INITIALS:

JB
LESSOR

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GOVT

An invoice for payment must be submitted as follows:

COPY

General Services Administration
Attn: Jaskamal S. Tucker
77 Forsyth Street, Suite G-40
Atlanta, GA 30303

ORIGINAL

General Services Administration
Greater Southwest Finance Center (7BCP)
P. O. Box 17181
Fort Worth, TX 76102-0181

-OR-

Submit invoices electronically through the Finance Web-site at www.finance.gsa.gov. When submitting the initial invoice, you will need to register for a "Password." This web-site will also allow vendors to research the payment on-line.

A proper invoice must include:

- Name of the Lessor, as shown on the Lease, Invoice Date, and original signature.
- Lease Contract No., Supplemental Agreement No., and building location
- Description, Price, and quantity of property and services actually delivered
- You must note the "Payment Document (PS) Number" on your invoice prior to sending the original copy of the Invoice to GSA-Fort Worth, TX, or submitting the invoice electronically.
- Tax ID No. of the approved Payee under the Lease that will receive the payment

INITIALS:


LESSOR

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GOVT