

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 12

DATE  
02/17/2011

TO LEASE NO. GS-04B-59146

ADDRESS OF PREMISES  
7915 Microsoft Way  
Charlotte, NC 28273

THIS AGREEMENT, made and entered into this date by and between Highwoods Development B, LLC

whose address is 3100 Smoketree Court, Suite 600  
Raleigh, NC 27604

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to issue the Notice to Proceed and establish the LUMP SUM payment for Change Orders No. 23, 24, and 25.

"WHEREAS this Notice to Proceed is issued for the NOT EXCEED amount of \$101,482.50 in accordance with the specifications detailed in Exhibit A (Change Order Proposals 23-25), attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

At the request of the Government, the Lessor shall provide all labor, materials and equipment to install the following Change Orders:

C.O.P. NO. 23: Added Electrical Furniture Outlets (C.O.P. dated 2/04/11)	██████████	Total
C.O.P. NO. 24: 85 KVA UPS Unit (C.O.P. dated 2/04/11)	██████████	Total
C.O.P. NO. 25: AV Cost, Exhibit A (C.O.P. dated 2/10/11)	██████████	Total *

\* This amount will be offset by the Government credit of \$36,123.50 from SLA 10.

Lessor shall remain responsible for maintenance, repair and replacement of all items associated with CO 23.

The ██████ shall remain responsible for maintenance, repair and replacement of all items associated with CO 24 and CO 25.

Lessor will be paid a lump sum payment in the amount of \$101,482.50 after completion of the work and acceptance by the Government. Payment will be due only for items which are stated above. Lessor waives any restoration in connection with these items

All invoices shall be sent to: U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PDN# \_\_\_\_\_, (RWA No. N0788791)."

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.

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

LESSOR: Highwoods Development B, LLC,  
Managing Member

██████████  
██████████

Vice President, General Counsel & Secretary  
(Title)

██████████  
██████████

(Signature)

2/17/11

3100 Smoketree Court, Suite 600, Raleigh, NC  
(Address)

██████████  
██████████

2/17/11

ACTING OFFICER, GENERAL SERVICES ADMINISTRATION