GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT No. 2 DATE 1<u>2/1/8//09</u> いさ

TO LEASE NO. GS-04B-59146

ADDRESS OF PREMISES

LOT 4 located at the SE Corner of Microsoft Way and Slaughter Road

Charlotte, NC

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

P5# 0016435

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 to incorporate the revised requirement for a 24x60 Double-Wide ACF mobile trailer as depicted in Exhibit A of this SLA, and to provide a LUMP SUM payment for the difference in cost to provide a larger trailer than specified in the POR.

*The Lessor shall furnish all services, permit fees, inspections fees, utilities, and all other expenses associated (including, without limitation, delivery, set up, tie down, utilities and knockdown), with the installation of one 24x60 Double-Wide trailer. Lessor is responsible for all repairs and maintenance to equipment. Trailer must be delivered within 5 days from issuance of Notice to Proceed.

The Lessor will be paid a lump sum payment in the amount of \$9,907.00 upon delivery and set up of the trailer. The Government shall make a lump sum payment after acceptance of the ACF trailer by the Government. Payment will be due only for items which are listed in this SLA or requested in writing by the Contracting Officer."

By executing this SLA, Lessor agrees that \$9,907.00 is the final payment for the ACF trailer. The Lessor also releases the Government from all claims associated with the ACF trailer.

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 PS00104 and RWA No. 3386475. ."

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.

(Title)
Court, Suite 6000 (Address)
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