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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 3 |
| LEASE AMENDMENT | TO LEASE NO. GS-04P-LNC62595 |
| ADDRESS OF PREMISES 1100 SITUS COURT RALEIGH, NC 27606-4295 | 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.

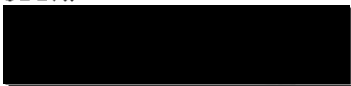
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 31, 2017 as follows:

- A. The construction plans dated February 24, 2017 and Addendum issued March 20, 2017 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 \$1,080,588.16. 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, overhead and profit as reflected on


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:

Signature: 
Name: Thomas S. Hill Jr.
Title: Vice President
Entity Name: Highwoods Realty Limited Partnership
Date: 5/26/17

FOR THE GOVERNMENT:

Signature: 
Name: Alvin P. Jackson
Title: Contracting Officer
GSA, Public Buildings Service
Date: 6/2/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Sara E. Carthon
Title: Associate General Counsel
Date: 5/26/17

Attachment (A). 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, install and maintain all labor, materials, tools, equipment, services and associated work per the negotiated price for the initial build out of the Government's space. The work shall be completed within 60 working days from the date of this document.
- 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 cost of the tenant improvements is \$1,080,588.16. Of this amount, the total tenant improvement amount to be amortized is \$558,844.12 over five years (5) at a rate of 6.5%. This amount includes the Tenant Improvement Allowance (\$532,520.10 at 6.5% for five (5) years firm term) and the allowance for Building Specific Security (\$26,324.02 at 6.5% for five (5) years firm term). The remaining balance of \$521,744.04 shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government. The Lessor agrees that the invoice(s) shall be printed on the same letterhead as the payee named in this Lease and shall reference Pegasys Document Number P_____.
- 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. The Lessor hereby waives future restoration rights as a result of these improvements. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice at <http://www.finance.gsa.gov>.

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Alvin P. Jackson
77 Forsyth Street SW, Suite G-40
Atlanta, GA 30303-3490

A proper invoice must include the following:

1. Invoice date
2. Name of the Lessor as shown on the lease
3. Lease contract number, building address, description of work, price and quantity of items delivered
4. GSA PDN # _____

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

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- G. 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.

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