

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 6</b>  <b>TO LEASE NO. GS-04P-LNC62595</b>
<b>ADDRESS OF PREMISES</b> 1100 SITUS COURT RALEIGH, NC 27606-4295	<b>PDN Number:</b>

**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:

To Have and To Hold the said Premises with its appurtenances for the term beginning upon October 17<sup>th</sup>, 2017, and continuing through October 16<sup>th</sup>, 2027 for 10 years/ 5 years firm, subject to termination and renewal rights as may be hereinafter set forth.

**WHEREAS**, the parties hereto desire to amend the above Lease to: (1) establish the commencement date and lease term, (2) establish the final annual rent and (3) establish commission amount and payment schedule.

**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 November 10, 2017 as follows:

A. Pursuant to Lease Section 4.10, subject space is deemed substantially complete. The following applies:

Effective October 17, 2017, subject tenant improvements are hereby accepted by the government with the exception of completion of associated work noted on the attached Condition Survey Report (Attachment A) dated October 17, 2017, to be completed by November 10, 2017. The lessor will therefore lease to the government a total of 14,583 rental square feet (RSF) of office and related space, yielding 12,670 ANSI/BOMA office area square feet of space located on partial second floor of Situs II.

This Lease Amendment contains 2 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: Highwoods Realty Limited Partnership**  
**By: Highwoods Properties Inc.**  
 Signature: [Signature]  
 Name: Thomas S. Hill III  
 Title: VICE PRESIDENT  
 Entity Name: Highwoods Properties, Inc.  
 Date: 5/2/18

**FOR THE GOVERNMENT:** [Redacted]  
 Signature: [Redacted]  
 Name: Alvin P. Jackson  
 Title: Contracting Officer  
GSA, Public Buildings Service  
 Date: 5/4/2018

**WITNESSED FOR THE LESSOR BY:**

[Redacted]  
 Signature: [Signature]  
 Name: Sara E. Carlton  
 Title: Assoc. General Counsel  
 Date: 5/2/18

- B. Per Lease Section 1.03.A (RENT AND OTHER CONSIDERATION (SEP 2015)), the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for firm term as noted below:

TERM	ANNUAL RENT	ANNUAL SHELL	ANNUAL OPERATING	ANNUAL TI	ANNUAL BSAC	Monthly
10/17/17 - 10/16/22	\$445,329.66	\$241,409.51	\$72,707.02	\$ 125,032.41	\$6,180.72	\$37,486.64
10/17/22 - 10/16/27	\$376,470.91	\$303,763.89	\$72,707.02	\$0	\$0	\$31,372.57

<sup>1</sup>Shell rent calculation:

(Firm Term) \$16.55 per RSF multiplied by 14,583 RSF.

(Non-Firm Term) \$20.83 per RSF multiplied by 14,583 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$532,520.10 is amortized at a rate of 6.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.99 per RSF multiplied by 14,583 RSF.

<sup>4</sup>Building Specific Amortization Capital (BSAC) of \$26,324.02 are amortized at a rate of 6.5 percent per annum over 5 years.

<sup>5</sup>Parking for 48 parking spaces at no additional cost to Government.

- C. Pursuant to Lease Paragraph regarding 1.04, *Broker Commission and Commission Credit (SEP 2015)*, language is hereby deleted and replaced with the following:

A. DTZ Americas, Inc. d.b.a Cushman & Wakefield (Broker), is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ Americas, Inc. d.b.a Cushman & Wakefield with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under the Lease shall be reduced to recapture fully this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 (October 17, 2017 to November 16, 2017) Rental Payment of \$37,110.80 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 (December 17, 2017 to January 16, 2018) Rental Payment of \$37,110.80 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

- D. 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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INITIALS:

TSN

LESSOR

&

GOV