

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-04B-50087	DATE 12/16/11	PAGE 1 of 2
ADDRESS OF PREMISES: 6840 Carothers Parkway, Franklin, TN 37067-6390			

THIS AGREEMENT, made and entered into this date by and between HIGHWOODS / TENNESSEE HOLDINGS, LP

whose address is 3322 West End Avenue, Suite 600
Nashville, TN 37203-1031

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

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective October 1, 2011, as follows:

The occupancy date for the lease is hereby established as September 1, 2011.

Paragraph 2 of Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on September 1, 2011 and ending on August 31, 2026, subject to the termination and renewal rights that may be hereinafter set forth."

Paragraph 3 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"The Government shall pay Lessor annual rent for the entire term, monthly, in arrears as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>PRSF RATE</u>	<u>MONTHLY RATE</u>
09/01/11 – 08/31/21	\$548,745.76	\$27.75	\$45,728.8132
09/01/21 – 08/31/26	\$484,140.96	\$24.48	\$40,345.0800"

Paragraph 4 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"The Government may terminate this lease in whole or in part at any time on or after September 1, 2021 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LP LESSOR	NAME OF SIGNER W. Brian Reames, SR VP, Regional Mgr
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ADDRESS
3322 West End Ave, Ste 600, Nashville, TN 37203

IN PRESENCE OF	NAME OF SIGNER Karen A. Buntin
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ADDRESS

UNITED STATES OF AMERICA	NAME OF SIGNER <i>April Campbell</i> OFFICIAL TITLE OF SIGNER <i>Lease Contracting Officer</i>
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The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless approved by a GSA Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

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.