

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-048-60309
PREMISE: 10 Glenlake Parkway N.E. Atlanta, Georgia 30328-3495	PDN Number:

THIS AMENDMENT is made and entered into between **Highwoods Realty Limited Partnership**

Whose address is 3100 Smoketree Court
Raleigh, N.C.27604-1086

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

WHEREAS, the parties hereto desire to amend the above Lease via a Lease Amendment (LA) to establish the commencement date of this lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2015 to establish the terms and conditions of the new lease.

1. The Lessor hereby leases to the Government the following described premises:
A total of 25, 916 rentable square / 23,348 ABOA usable square feet of office and related space with 60 on-site parking spaces. Space shall be located on the 2nd and 4th floor in the building known as 10 Glenlake, located at 10 Glenlake Parkway, Dunwoody, Georgia to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2015 through April 30, 2025, subject to termination rights as may be hereinafter set forth.

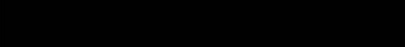
3. The Government shall pay the Lessor an annual rental for the entire term, in arrears, as follows (these figures reflect rental rates exclusive of current annual CPI adjustments as outlined in the lease):

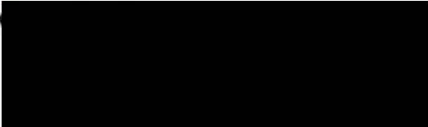
This Lease Amendment contains 2 pages.
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

FOR THE

Signature: 
Name: James V. Dacchetta
Title: Vice President
Entity Name: Highwoods Realty Limited Partnership
Date: 5-14-15

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
Entity: GSA, Public Buildings Service,
Date: 5-14-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Susan Howard
Title: Manager-lease Administration
Date: 5-4-15

	5/01/2015 – 4/30/2020	5/1/2020 – 4/30/2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$392,012.92 \$16.79 BOMA / \$15.13 RSF	\$450,420.08 \$19.29 BOMA / \$17.38 RSF
TENANT IMPROVEMENT RENT ²	\$205,939.05 \$8.82 BOMA / \$7.95 RSF	\$0.00
OPERATING COSTS ³	\$117,206.96 \$5.02 BOMA / \$4.52 RSF	\$117,206.96 \$5.02 BOMA / \$4.52 RSF SF
BUILDING SPECIFIC AMORTIZATION CAPITAL ⁴	\$31,753.26 \$1.36 BOMA / \$1.23 RSF	\$0.00
TOTAL ANNUAL RENT	\$746,912.19	\$567,627.04
ANNUAL RENT PER SQUARE FOOT	\$31.99 BOMA / \$28.82 RSF	\$24.31 BOMA / \$21.90 RSF

¹Shell Cost rent calculations: \$392,012.92 / 25,916 RSF = \$15.126289 per RSF \$15.13 rounded;
Non-Firm Term \$450,420.08 / 23,348 BOMA = \$16.79 per BOMA SF.
\$450,420.08 / 25,916 RSF = \$17.38 per RSF;
\$450,420.08 / 23,348 BOMA = \$19.2915 per BOMA or \$19.29 rounded S

²Tenant Improvement Costs: \$205,939.05 / 25,916 RSF = \$7.9460 per RSF \$7.95 rounded;
\$205,939.05 / 23,348 BOMA = \$8.82 per BOMA SF.

³Operating Costs rent calculation: \$117,206.96 / 25,916 RSF = \$4.5225 per RSF \$4.52 rounded;
\$117,206.96 / 23,348 BOMA = \$5.02 per BOMA SF.


⁴Building Specific Cost: \$31,753.26 / 25,916 RSF = \$1.2252 per RSF \$1.23 rounded;
\$31,753.26 / 23,348 BOMA = \$1.36 per BOMA SF.

*The tenant Improvement Allowance of \$909,404.60 is amortized at 5% per year for 5 years; The Building Specific Amortized Capital (BSAC) of \$140,218.98 is also amortized at 5% over 5 years.


4. Paragraph 4 of the original Lease Agreement are hereby deleted in their entirety and replaced with the following:

The Government may terminate this lease, in whole or in part, at any time on or after May 1, 2020, by giving at least sixty (60) 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.

All of the other terms and conditions of the Lease shall remain in full force and effect
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.



Lessor



Gov't