

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-61108	DATE 1/24/13	PAGE 1 of 2
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ADDRESS OF PREMISES **4245 International Parkway, Atlanta, GA 30354-3923**

THIS AGREEMENT, made and entered into this date by and between Highwoods Realty Limited Partnership

whose address is 2200 Century Parkway, Suite 800
Atlanta, GA 30345-3118

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 upon the Government's execution of this Supplemental Lease Agreement (SLA) to establish beneficial occupancy. The Government hereby accepts the space and all the Tenant Improvements (T/I) in their entirety as of December 20, 2012 with no further modifications. The final rental amounts are established and payable in accordance with the rent table below for the entire term of the Lease unless otherwise modified by a subsequent lease amendment in the future.

Lease Paragraph 1.03.A is hereby deleted in its entirety and replaced with:

RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	12/20/2012 – 12/19/2019		12/20/2019 – 12/19/2023	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$224,050.62	\$9.33 ²	\$310,260.88	\$12.92 ²
TENANT IMPROVEMENTS RENTAL RATE ¹	\$158,238.24	\$6.59 ²	\$0.00	\$0.00
OPERATING COSTS	\$134,958.68	\$5.62 ²	\$134,958.68	\$5.62 ²
FULL SERVICE RATE	\$517,247.54	\$21.54 ²	\$445,219.56	\$18.54 ²

¹The Tenant Improvements of \$880,818.12 are amortized at a rate of 6.75 percent per annum over 7 years.

²Rates may be rounded.

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

LESSOR Highwoods Realty Limited Partnership

SIGNATURE



NAME OF SIGNER

James V. Bacchetta, Vice President

ADDRESS

2200 Century Parkway, Suite 800, Atlanta, GA 30345

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

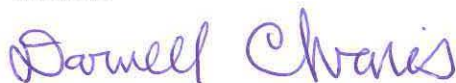
Susan Howard

ADDRESS

2200 Century Parkway, Suite 800, Atlanta, GA 30345

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Darnell Chavis

OFFICIAL TITLE OF SIGNER

Contracting Officer

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---------------------------------------	------------------------------	-----------------	----------------

	12/20/2023 - 12/19/2027	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$366,693.78	\$15.27 ²
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS	\$134,958.68	\$5.62 ²
FULL SERVICE RATE	\$501,652.46	\$20.89 ²

*Rates may be rounded.

Paragraph 1.04 of the Lease is hereby deleted and replaced with the following:

BROKER COMMISSION AND COMMISSION CREDIT:

Studley, Inc ("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 Studley, Inc 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 first 6 months.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this 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:

Total Credit: [REDACTED]

Months to Amortize: 7

Monthly Amortization: [REDACTED]

Month 1 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
Month 2 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
Month 3 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
Month 4 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
Month 5 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.
Month 6 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.
Month 7 Rental Payment \$43,103.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

Paragraph 1.05 of the Lease is hereby deleted and replaced with the following:

TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after December 19, 2019 by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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 lease agreements, the terms and conditions of this Agreement shall control and govern.


Lessor Govt