THIS AGREEMENT, made and entered into this date by and between Highwoods Development B, LLC

whose address is 3100 Smoketree Court, Suite 600, Raleigh, NC 27604

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to issue the Notice to Proceed and establish the LUMP SUM payment for Change Orders No. 32R, 33, 34, 35, 36, 39 and 44R.

WHEREAS this Notice to Proceed is issued for the NOT EXCEED amount of $20,269.00 in accordance with the specifications detailed below and made a part hereof (Change Order Proposals 32R, 33, 34, 35, 36, 39, and 44R). Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor. At the request of the Government, the Lessor shall provide all labor, materials and equipment to install the items listed in the following Change Orders:

C.O.P. NO. 32R: Illuminated Ground Sign (C.O.P. dated 6/06/11)
C.O.P. NO. 33: Room 327 Dedicated Circuits (C.O.P. dated 5/02/11)
C.O.P. NO. 35: Electrical Changes for vehicle lifts (C.O.P. dated 5/19/11)
C.O.P. NO. 36: Courtyard Outlets (C.O.P. dated 5/23/11)
C.O.P. NO. 39: Credit to Delete epoxy flooring in Room C113 (C.O.P. dated 6/06/11)
C.O.P. NO. 44R: VOIP Grounding Requirements (C.O.P. dated 6/08/11)

The Government will remain responsible for the maintenance and repair of items in Change Orders 34 and 44R.

Lessor will be paid a lump sum payment in the amount of $20,269.00 after acceptance by the Government. Payment will be due only for items stated above. Lessor waives restoration in connection with this item. All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PON# PS0019678.

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.

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

LENDER: Highwoods Development B, LLC,

By: [Signature]

Vice President, General Counsel and Secretary
(Title)

3100 Smoketree Court, Suite 600, Raleigh, NC 27604
(Address)

IN THE NAME OF THE UNITED STATES OF AMERICA

BY: [Signature]

ACTING OFFICER, GENERAL SERVICES ADMINISTRATION