

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 5

DATE  
03/10/2010

TO LEASE NO. **GS-04B-59146**

ADDRESS OF PREMISES  
7915 Microsoft Way  
Charlotte, NC 28273

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, establish the LUMP SUM payment for Change Order No. 3 and establish the cost credit for Change Order No. 4.

"WHEREAS this Notice to Proceed is issued for the NOT EXCEED amount of \$8,873.00 in accordance with the estimate provided by Highwoods dated 2/09/10 for C.O.P. No. 3 and the Notice to Proceed for C.O.P. No. 4 in accordance with the specifications and credit detailed in documentation provided by Highwoods dated 2/11/10, attached hereto and made a part hereof. 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 following Change Orders:

C.O.P. NO. 3: Add Heavier Decking (42 squares of 3"x18GA composite deck in lieu of 20 GA) and heavier steel members (added 5.15 tons x 804.66/ton) [redacted] Total

C.O.P. NO. 4: Substitution of PPG Solarban 70XL Exterior Glazing in lieu of Viracon Exterior Glazing with Anti Eavesdropping Film [redacted] Total Credit

Lessor will be paid a lump sum payment in the amount of [redacted] after completion of the work and acceptance by the Government. Payment will be due only for items which are stated above. Lessor waives any restoration in connection with these items. Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease.

Above listed credit of [redacted] will be applied against existing project LUMP SUM Payment Requirement of \$3,451,299.00 established in original Lease Contract. Reconciliation will be accomplished in a subsequent Supplemental Lease Agreement (SLA).

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 PDN# -----."

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.

LESSOR: **Highwoods Development B, LLC**

BY [redacted] Member

Jeffrey D. Miller  
Vice President

IN THE

(Title)

3100 Smoketree Ct, Raleigh, NC 27604

(Address)

UNITED STATES OF AMERICA

[redacted] 3/15/2010

ACTING OFFICER, GENERAL SERVICES ADMINISTRATION