

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-04B-82235
ADDRESS OF PREMISES 7029 Albert Pick Road, Greensboro, North Carolina 27409-9538	

THIS AMENDMENT is made and entered into between HIGHWOODS REALTY LIMITED PARTNERSHIP

whose address is: 420 Gallimore Dairy Rd. Suite C, Greensboro, North Carolina 27409-9544
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 1, 2013 as follows:

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease is amended, effective June 1, 2013

Paragraph 1.01 is amended to read:

Effective June 1, 2013 the Government will occupy 5,776 rentable square feet (RSF), yielding 5,023 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a common area factor of 1.1499, located on 1 floor and known as suites 202 and 203, of the Building, as depicted on the floor plan attached hereto as Exhibit A.

Paragraph 1.03 is amended to read:

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

12/18/2012 – 05/31/2013	Annual Rent	Monthly Rent	Rent per RSF
Shell Rent	\$ 61,047.00	\$ 5,087.25*	\$ 13.30
Operating Cost	\$ 28,300.70	\$ 2,191.73	\$ 5.73
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 87,347.70	\$ 17,504.45	\$ 19.03

87,278.98
EPD

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:



Signature: _____
Name: E. F. Dehnert III
Title: Vice President and Division Manager
Entity Name: Highwoods Properties, Inc. general partner
Date: 9-20-13

FOR THE GOVERNMENT:



Signature: _____
Name: Alvin P. Jackson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/23/2013

WITNESSED FOR:



Signature: _____
Name: Pete Day
Title: Division Accounting Manager
Date: 9-20-13

06/01/2013 – 08/09/2013	Annual Rent	Monthly Rent	Rent per RSF
Shell Rent	\$ 76,820.80	\$ 6,401.73	\$ 13.30
Operating Cost	\$ 33,096.48	\$ 2,758.04	\$ 5.73
Tenant Improvements	\$ 34,136.16	\$ 2,844.68	\$ 5.91
Building Specific Security	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 144,053.44	\$ 12,004.45	\$ 24.94
08/10/2013 – 03/16/2018	Annual Rent	Monthly Rent	Rent per RSF
Shell Rent	\$ 76,820.80	\$ 6,401.73	\$ 13.30
Operating Cost	\$ 58,576.48*	\$ 4,881.37	\$ 10.14
Tenant Improvements	\$ 34,136.16	\$ 2,844.68	\$ 5.91
Building Specific Security	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 169,533.44	\$ 14,127.78	\$ 29.35
03/17/2018 – 05/31/2018	Annual Rent	Monthly Rent	Rent per RSF
Shell Rent	\$ 92,184.96	\$ 7,682.08	\$ 15.96
Operating Cost	\$ 58,576.48*	\$ 4,881.37	\$ 10.14
Tenant Improvements	\$ 34,136.16	\$ 2,844.68	\$ 5.91
Building Specific Security	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 188,487.60	\$ 15,408.13	\$ 32.01
06/01/2018 – 03/17/2023	Annual Rent	Monthly Rent	Rent per RSF
Shell Rent	\$ 92,184.96	\$ 7,682.08	\$ 15.96
Operating Cost	\$ 58,576.48*	\$ 4,881.37	\$ 10.14
Tenant Improvements	\$ 0	\$ 0	\$ 0
Building Specific Security	\$ 0	\$ 0	\$ 0
Full Service Rent	\$ 150,781.44	\$ 12,563.45	\$ 26.10

*The rate per the lease is \$35 an hour for Overtime Utilities (HVAC) for the Greensboro, NC Off-site location to cover from 7:30am - 2:30pm on Saturdays and Sundays for the next 52 weeks. The overtime calculations are as follows: 7 hours x 2 days x 52 weeks = 728 hours x \$35.00 = \$25,480.00. The Annual Overtime cost (\$25,480) is added to the existing operating cost (\$33,096.48). Effective August 10, 2013 the annual operating cost is \$58,576.48.

Paragraph 1.10 is added to read: The Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 10.37 percent. The percentage of occupancy is derived by dividing the total Government space of 5,776 RSF by the total building space of 55,688 square feet.

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.

//////////END OF DOCUMENT//////////

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INITIALS: LESSOR

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 GOVT