

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>01</u>
LEASE AMENDMENT	TO LEASE NO. <u>GS-04B-62051</u>
ADDRESS OF PREMISES 4200 Cypress Building 4200 W. Cypress Street, Suite 444, Tampa, FL 33609-4168	PDN NUMBER: N/A

THIS AGREEMENT, made and entered into this date by and between **HIGHWOODS REALTY LIMITED PARTNERSHIP**

whose address is: 3111 W. DR MARTIN LUTHER KING BLVD, SUITE 300, TAMPA, FL 33607-6233

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, effective November 8, 2012 as follows:

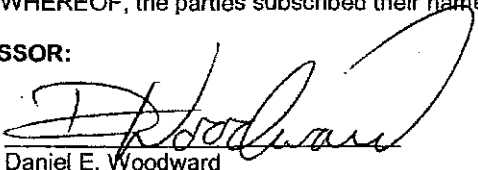
- A. USE OF THE GSA FORM 276 SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT."
- B. The purpose of this lease amendment is to accept and commence the leased premises as described in the GSA Form L201B, which consists of 5,621 rentable square feet (4,888 ANSI/BOMA office area square feet) and 30 unreserved structured parking spaces at 4200 W. Cypress Street, Suite 444.
- C. Upon execution of this Lease Amendment, the following clauses are hereby amended or replaced:

This Lease Amendment contains 2 pages.

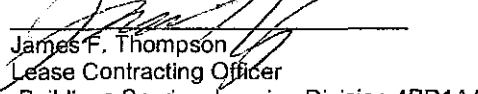
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
 Name: Daniel E. Woodward
 Title: Vice President
 Entity Name: Highwoods Realty Limited Partnership
 Date: 1-24-13

FOR THE GOVERNMENT:

Signature: 
 Name: James F. Thompson
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division 4PR1AA
 Date: 1/29/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Alice Grimm
 Title: Legal Assistant
 Date: 1-24-13

1. Page 1, **LEASE TERM**, as set forth in the GSA Form L201B and all subsequent Lease Amendments is hereby deleted and replaced as follows:

"To Have and To Hold, the said Premises with their appurtenances for the term beginning upon November 8, 2012 and continuing for a period of TEN (10) YEARS, FIVE (5) YEARS FIRM, through November 7, 2022, subject to termination and renewal as may be hereinafter set forth, to be used for such purposes as determined by GSA."

2. Paragraph 1.03, **RENT AND OTHER CONSIDERATIONS (AUG 2011)**, as set forth in the GSA Form L201B and all subsequent Lease Amendments is hereby amended as follows:

"1.03 RENT AND OTHER CONSIDERATIONS (AUG 2011)

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

	FIRM TERM: YEARS 1-5 NOVEMBER 8, 2012 – NOVEMBER 7, 2017		NON-FIRM TERM: YEARS 6-10 NOVEMBER 8, 2017 – NOVEMBER 7, 2022	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT ¹	\$91,060.20	\$16.20	\$106,630.37	\$18.97
TENANT IMPROVEMENTS RENT ²	\$29,377.59	\$5.23	\$0.00	\$0.00
OPERATING COSTS ³	\$27,318.06	\$4.86	\$27,318.06	\$4.86
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$2,417.03	\$0.43	\$0.00	\$0.00
PARKING	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$150,172.88	\$26.72	\$133,948.43	\$23.83

¹Shell rent calculation:

Firm Term: \$16.20 per RSF multiplied by 5,621 RSF

Non-Firm Term: \$18.97 per RSF multiplied by 5,621 RSF

²The Tenant Improvement Allowance of \$124,375.09 is amortized at a rate of 6.75 percent per annum over FIVE (5) years.

³Operating Costs rent calculation: \$4.86 per RSF multiplied by 5,621 RSF

⁴Building Specific Amortized Capital (BSAC) of \$10,240.00 are amortized at a rate of 6.75 percent per annum over FIVE (5) years

3. Paragraph 1.05, **TERMINATION RIGHTS**, as set forth in the GSA Form L201B and all subsequent Lease Amendments is hereby amended as follows:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this lease, in whole or in parts, at any time effective after November 7, 2017 by providing not less than 60 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."

4. Paragraph 1.14, **HOURLY OVERTIME HVAC RATES**, as set forth in the GSA Form L201B and all subsequent Lease Amendments is hereby amended as follows:

"1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage."

\$13.00 per hour per zone

No. of zones: Seven (7)"

INITIALS:


LESSOR

&


GOV'T