

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LGA62337
ADDRESS OF PREMISES 1875 CENTURY BOULEVARD	PDN Number:

THIS AMENDMENT is made and entered into between Highwoods Realty Limited Partnership whose address is:

3100 Smoke Tree Court, Suite 600
Raleigh, NC 27604

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

WHEREAS, the parties hereto desire to amend the above Lease to change square footage allocation, address use of swing space and to specify responsibilities regarding security equipment procurement and installation.

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 February 11, 2015 as follows:

A. Lease Section 1.01 (THE PREMISES), Paragraph A is deleted in its entirety and replaced with the following:

1. "A. Office and Related Space: 62,685 rentable square feet (RSF), yielding 56,494 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 2nd, 3rd and 4th floors and warehouse space. Total space under lease shall be divided as such (57,785 office (Bldg 1875), 1,440 storage (Bldg 1875) and 3,460 warehouse space rentable square feet)".

B. Per this Amendment, which will replace the existing Exhibit K SWING SPACE TRANSITION PLAN attached to the Lease the Lessor agrees to the utilization of Buildings 1875 and 1925, as well as various buildings offered and herein stated as "Storage" (Buildings 1900, 1925 and 1975) during the renovation, with usage and responsibilities further outlined as follows:

1. Building 1875 is to be utilized for daily operations; the agency will occupy certain identified areas on the second and third floors of Building 1875 while other areas (floor(s)) of the leased premises at Building 1875 are under construction. The Government will vacate this space upon acceptance of a completed floor of the leased premises and will have 14 days after floor acceptance to completely move any furniture and equipment from such areas into the renovated floor of the leased premises or Storage. The Lessor will relocate equipment, employees,

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: Jim Bacchetta

Title: V. Pres.

Entity Name: Highwoods Realty Limited Partnership

Date: 3/6/15

FOR THE GOVERNMENT:

Signature: _____

Name: Johnetta Regal

Title: Contracting Officer

GSA, Public Buildings Service

Date: 3-12-15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Lori Burke

Title: Dev. Analyst

Date: 3/6/15

and furniture to designated areas within the leased premises in Building 1875 or Storage, upon completion of the renovation, at Lessor expense.

2. A portion of Building 1925 is also to be utilized for daily operations; the agency will occupy this space while the leased premises at Building 1875 are under construction. The Government will vacate this space upon lease acceptance and will have 60 days after lease acceptance to complete the move of any furniture and equipment needed to conduct daily operations from this space back to the renovated leased premises in Building 1875.

For files, furniture and equipment to be used for daily operations in Building 1925 (now designated as swing space to be utilized for agency operations), the Lessor will relocate temporary files for day-to-day operations, furniture (including relocating and erecting existing cubicles for designated employees) and equipment from Building 1875 and will place such items in the swing space in Building 1925 per the Government's direction. Upon completion of the renovation of the leased premises at Building 1875, the Lessor will move temporary files back to the respective floors within the renovated leased premises.

The Government will coordinate the process of identifying, tagging and marketing any furniture and equipment in Building 1925 that will not be returned to the renovated leased premises in Building 1875, with an understanding that such furniture and equipment will be used by swing space occupants until the move back to a renovated Building 1875. The Lessor will provide 60 days occupancy for the Government to dispose of such furniture after the lease acceptance for Building 1875, at which time the Government shall ensure that all such furniture and equipment is removed from Building 1925.

Initial relocation of files, furniture and equipment is at Lessor expense. The return of files from Building 1925 to the respective floors in renovated Building 1875 will also be at Lessor expense. Removal and disposal of any furniture and equipment that will not be returned to the renovated leased premises in Building 1875 will be at the Government expense.

3. Buildings identified for Storage (Buildings 1900, 1925 and 1975) are to be used for temporary storage of files, furniture and equipment during construction of the leased premises at Building 1875. All files, furniture and equipment will be removed from this space no later than 60 days after the lease acceptance.

For files, furniture and equipment that are to be stored in the various Storage buildings, the Lessor will relocate such files, furniture and equipment from Building 1875 and will place such items in the Storage buildings per the Government's direction. The Government will coordinate the process of identifying, tagging and marketing any furniture and equipment in the Storage buildings that will not be returned to the renovated leased premises in Building 1875 and the Government will ensure that any such furniture and equipment is removed from the Storage buildings at no later than 60 days after the lease acceptance for the renovated Building 1875.

Initial relocation of files, furniture and equipment to the various Storage buildings is at Lessor expense. The return of files from said buildings to the respective floors in the leased premises in renovated Building 1875 will also be at Lessor expense. Removal and disposal of any furniture and equipment that will not be returned to the renovated leased premises in Building 1875 will be at the Government expense.

D. As a result of this Amendment, the Lessor is obligated to prepare Building 1925 for temporary occupancy by the Government in accordance with the specifications and layout on the floor plan included with this Amendment as Attachment 1. Any and all repairs required are at Lessor expense, with the exception of security related items as noted below:

1. For security related equipment, Lessor will procure and install such equipment as specified and directed by the Government. The Government shall utilize the tenant improvement allowance provided in the lease for the payment of \$3,062.00 to Lessor for the procurement and installation of said equipment, as per mutual agreement regarding cost for the procurement and installation. Upon completion of the use of Building 1925, the Lessor shall remove and install same equipment in the leased premises in Building 1875 for the Government's use. The installation of procured security equipment in Building 1925 shall be at Lessor expense. The cost of removal and subsequent installation of same equipment in Building 1875 shall be at Government expense, and shall be deducted from the provided tenant improvement allowance as noted above.

E. The Lessor hereby waives future restoration rights as a result of any improvements associated with storage and or usage of swing space in Buildings 1900, 1925 and 1975 during and after occupancy of the renovated leased premises in Building 1875.

F. Except as modified in this Amendment, 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 Amendment conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Amendment shall control and govern.

INITIALS:

LESSOR

&

GOVT