

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL  
AGREEMENT  
No.10**

**DATE  
1/6/11**

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

**ADDRESS OF PREMISES** 7915 Microsoft Way  
Charlotte, NC28273

**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 establish the final reconciliation of the tenant improvement costs of the project, to establish the LEED requirements, and to incorporate the Government Approved Commissioning Plan.

WHEREAS, the parties hereto desire to amend the above lease incorporate the Government Approved Commissioning Plan and to incorporate the reconciliation of the tenant improvement costs associated with the Approved CD Consolidated Set dated 11/12/10, which includes Addendum 16 & 17, amend SFO Paragraph 1.17 LEED-NC Requirements (July 2008) and to incorporate the Project Commissioning Plan. Exhibit A, Final TI Reconciliation and Exhibit B, Project Commissioning Plan are attached and made a part hereof.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction drawings (including, without limitation, plans and specifications), construction cost and services and all other similar cost and expenses associated with the alterations to the space as depicted on Government's Approved TI Drawings. The TI cost reconciliation is shown on Exhibit "A", attached hereto and made a part hereof.

Any revisions, including additions to the scope of work depicted in the Government Approved TI Drawings and costs to the project, as shown on Exhibit A, shall be incorporated through a subsequent Supplemental Lease Agreement.

Paragraph 1.17 Section A is deleted and the following is inserted in lieu thereof:

**1.17 LEED-NC REQUIREMENTS.**

- A. The campus (multiple buildings) must be designed and constructed to meet the requirements of v3.0 LEED®-NC (Leadership in Energy and Environmental Design for New Construction) SILVER level (minimum). The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.

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 Highwoods Services, Inc., its Managing Member**  
Highwoods Services, Inc.

BY:

1/13/11

Vice President, General Counsel & Secretary

(Title)

IN THE

3100 Smoketree Court, Suit 600, Raleigh, NC

(Address)

**UNITED STATES OF AMERICA**

BY

1/24/11

Mania Dent, CONTRACTING OFFICER, GENERAL SERVICES ADMINISTRATION