

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

**SUPPLEMENTAL
AGREEMENT
No. 19**

**DATE
7/7/2011**

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 27604-1051

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 June 14, 2011 to establish the LUMP SUM payment owed to the Lessor. Paragraph 8 is deleted in its entirety and the following substituted therefore.

6. The Lessor and the Government have completed the reconciliation of debit and credits as depicted in Exhibit A, "Spec Acceptance Lump Sum Reconciliation", and as incorporated in Change Order SLAs 1- 17. The Government shall make a one-time lump sum payment in the amount of \$3,590,590.00 to the Lessor. This amount represents the costs that exceeded the original project budget based on the Congressionally-imposed rent limitation of \$37.24 per annum stated in SFO Paragraph 1.5 (h), "Amount And Type of Specs" and subsequent Change Order SLAs listed below and delivered and accepted by the Government on June 14, 2011. This LUMP SUM Payment is separate from the rental payments and additional change orders not specifically stated in SLAs 1-7. Any additional change orders will be incorporated through a subsequent SLA. Payment will be due only for items specifically stated in the Lease Contract and Supplemental Lease Agreements 1-17. All invoices shall be sent to: U.S. General Services Administration, Finance Division - 78CP, 819 Taylor Street, Fort Worth, Texas 76102-0181.

SLA #	Amount	PD#	RWA No.
Lease Contract		PS0015289	A3386475, N0095976, N0788791
1		PS0016335 *	A3386475
2		PS0016433 *	A3386475
5			
6		PS0017738	N0788791
7		PS0018068	N0788791
10			
11		PS0019474	N0788791
12		PS0019676	N0788791
13		PS0019678	N0788791
14		PS0019678	N0788791
15		PS0019678	N0788791
16		PS0019678	N0788791
17		PS0019678	N0788791

*** Payments of SLAs 1 and 2 have already been invoiced and payment received by Lessor.**

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.

**Highwoods Development B, LLC,
Inc., its Managing Member**

**Vice President, General Counsel & Secretary
(Title)**

**3100 Smoketree Court, Suite 600, Raleigh, NC 27604-1051
(Address)**

7/7/11

G OFFICER, GENERAL SERVICES ADMINISTRATION