

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

SUPPLEMENTAL LEASE AGREEMENT

NO. 2

11-16-12

TO LEASE NO.

GS-04B-62178

ADDRESS OF PREMISES 3401 West End Avenue, Suite 610E, Nashville, TN 37203-1086

THIS AGREEMENT, made and entered into this day by and between Highwoods/Tennessee Holdings L.P.

whose address is 3322 West End Avenue, Suite 600
Nashville, TN 37203-5262

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 October 1, 2012, as follows:

The purpose of this Supplemental Lease Agreement is to establish the terms of the lease based on acceptance and full occupancy by the Government. The following paragraphs are amended:

Lease Term:

"To have and to hold the said premises with their appurtenances to be used for such purposes as established by the Government (GSA) for the term beginning on October 1, 2012 through September 30, 2022 subject to termination rights and renewal rights as may be hereinafter set forth."

The Premises: Lease GSA Form L102A, Paragraph 1.01, is amended to include:

A brief summary of the premises is outlined below (referencing GSA form 1364A):
ANSI BOMA Office Area SF = 2,492
Rentable Area SF= 2,895
CAF= 16.2% (rounded)
Structured Parking = 17

Lease Termination Rights: Lease GSA Form L102A, Paragraph 1.05, is amended to read:

"The Government may terminate this Lease, in whole or in part, after the firm term of this Lease (September 30, 2017) by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the termination date set forth in the notice. No rental shall accrue after the effective date of termination."

See page 2 of 2.

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 above date.

LESSOR Highwoods/Tennessee Holdings LP

IN PRESENCE OF

Senior VP

(Title)

3322 West End Ave, Ste 600, Nashville
TN 37203

(Address)

Contracting Officer

GENERAL SERVICES ADMINISTRATION
(Official Title)

Rental Consideration: Lease GSA Form L102A, Paragraph 1.03, is amended to include a rent summary chart as part B as follows:

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

	FIRM TERM (10/1/12-9/30/17)		NON FIRM TERM (10/1/17-9/30/22)	
	ANNUAL RENT	ANNUAL RATE/RSF ⁴	ANNUAL RENT	ANNUAL RATE/RSF ⁴
SHELL RENT	\$59,579.10	\$20.58	\$67,800.90	\$23.42
TENANT IMPROVEMENTS RENT ¹	\$16,828.93	\$5.81	\$ N/A	\$N/A
OPERATING COSTS ²	\$13,432.80	\$4.64	\$13,432.80	\$4.64
ONSITE PARKING	\$N/A	\$N/A	\$N/A	\$N/A
BUILDING SPECIFIC SECURITY ³	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL ANNUAL RENT	\$89,840.83	\$31.03	\$81,233.70	\$28.06

¹The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum over 5 years.

²Not subject to annual CPI increase per paragraph 1.03.

³Building Specific Security Costs are amortized at a rate of N/A percent per annum over N/A years.

⁴Rates may be rounded.

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

Initials:

Lessor uor
 Gov't