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**SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): October 11, 2012

**HIGHWOODS PROPERTIES, INC.**

(Exact name of registrant as specified in its charter)

**Maryland**

(State or other jurisdiction  
of incorporation or organization)

**001-13100**

(Commission  
File Number)

**56-1871668**

(I.R.S. Employer  
Identification Number)

**HIGHWOODS REALTY LIMITED PARTNERSHIP**

(Exact name of registrant as specified in its charter)

**North Carolina**

(State or other jurisdiction  
of incorporation or organization)

**000-21731**

(Commission  
File Number)

**56-1869557**

(I.R.S. Employer  
Identification Number)

3100 Smoketree Court, Suite 600  
Raleigh, North Carolina 27604  
(Address of principal executive offices, zip code)

Registrants' telephone number, including area code: (919) 872-4924

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On October 11, 2012, we modified our \$200.0 million, five-year unsecured bank term loan, which was originally scheduled to mature in February 2016. The loan is now scheduled to mature in January 2018 and the interest rate was reduced from LIBOR plus 220 basis points to LIBOR plus 165 basis points.

Wells Fargo Securities, LLC served as lead arranger for the modified term loan. Banks participating in the modification included:

Wells Fargo Bank, N.A.	Original Participant
PNC Bank, N.A.	Original Participant
Branch Banking and Trust Company	Original Participant
U.S. Bank, N.A.	Original Participant
Bank of America, N.A.	New Participant
Union Bank, N.A.	Original Participant
Fifth Third	New Participant
Capital One, N.A.	Original Participant
Royal Bank of Canada/RBC Bank USA	Original Participant

Bank of America, N.A. and Fifth Third replaced Regions Bank and First Tennessee Bank National Association in the modified term loan. The proceeds from Bank of America, N.A. and Fifth Third, aggregating \$35.0 million, were used to reduce amounts outstanding under our revolving credit facility. Regions Bank and First Tennessee, which aggregated \$35.0 million of the principal balance under the original term loan, will be paid off on or before February 25, 2013.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**No.    Description**

- 10.1    Second Amendment, dated as of October 11, 2012, to Credit Agreement, dated as of February 2, 2011, by and among the Company, the Operating Partnership and the Subsidiaries named therein and the Lenders named therein
  - 10.2    First Amendment, dated as of October 11, 2012, to Credit Agreement, dated as of January 11, 2012, by and among the Company, the Operating Partnership and the Subsidiaries named therein and the Lenders named therein
  - 10.3    First Amendment, dated as of October 12, 2012, to Third Amended and Restated Credit Agreement, dated as of July 27, 2011, by and among the Company, the Operating Partnership and the Subsidiaries named therein and the Lenders named therein
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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each of the registrants has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

### **HIGHWOODS PROPERTIES, INC.**

By: \_\_\_\_\_ /s/ Jeffrey D. Miller

**Jeffrey D. Miller**

*Vice President, General Counsel and Secretary*

### **HIGHWOODS REALTY LIMITED PARTNERSHIP**

By: Highwoods Properties, Inc., its general partner

By: \_\_\_\_\_ /s/ Jeffrey D. Miller

**Jeffrey D. Miller**

*Vice President, General Counsel and Secretary*

Dated: October 15, 2012

## SECOND AMENDMENT TO TERM LOAN AGREEMENT

Second AMENDMENT TO TERM LOAN AGREEMENT (this “Amendment”) dated as of October 11, 2012 by and among HIGHWOODS PROPERTIES, INC., HIGHWOODS SERVICES, INC. and HIGHWOODS REALTY LIMITED PARTNERSHIP (each, a “Borrower,” together, the “Borrowers”), each of the Lenders party hereto, each Person becoming a Lender in connection herewith, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”).

WHEREAS, the Borrowers, the Lenders, the Administrative Agent and certain other parties have entered into that certain Term Loan Agreement dated as of February 2, 2011 (as amended by that certain First Amendment to Term Loan Agreement dated as of July 27, 2011 and as in effect immediately prior to the date hereof, the “Term Loan Agreement”);

WHEREAS, the Borrowers, the Lenders and the Administrative Agent desire to amend certain provisions of the Term Loan Agreement on the terms and conditions contained herein; and

WHEREAS, as contemplated by Section 2.12 of the Term Loan Agreement, the Borrowers have requested certain Lenders to increase the principal amount of their Loans and certain Persons to become Lenders and make additional Loans to the Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Specific Amendments to Term Loan Agreement. The parties hereto agree that the Term Loan Agreement is amended as follows:

(a) The Term Loan Agreement is amended by restating the definitions of “Acquired Properties”, “Aggregate Commitments”, “Annualized Adjusted NOI”, “Applicable Rate” and “Interest Payment Date” in Section 1.01 thereof as follows:

“Acquired Properties” means, at any time, all Properties acquired by the Subject Parties within the previous twelve (12) calendar months from any third party entity through an arms-length transaction.

“Aggregate Commitments” means the Commitments of all the Lenders. The Aggregate Commitments on the Second Amendment Date shall be \$235,000,000.

“Annualized Adjusted NOI” means (a) for each Property owned for twenty-four (24) months or more, Adjusted NOI for such Property for the immediately preceding twelve (12) month period; and (b) for each Property owned for a period of less than twenty-four (24) months and for each Property formerly qualifying as a Non-Income Producing Property (other than an Acquired Property) that has been an Income-Producing Property for less than twelve (12) months, Adjusted NOI for such Property calculated by annualizing from the date such Property became an Income-Producing Property to date Adjusted NOI for such Property and adjusting (through appropriate pro-rating, removal or other correction) for all annual or one-time lump sum payments or expenses with respect to the Property or for any

extraordinary income or expense items with respect to such Property; provided, that all amounts included in the above calculations with respect to Properties owned by Unconsolidated Affiliates (and not otherwise adjusted for interests in Unconsolidated Affiliates) shall be adjusted to include only that portion of such amounts attributable to Unconsolidated Affiliate Interests.

“ Applicable Rate ” means, for any day, subject to adjustment as provided in the penultimate paragraph of this definition, the rate per annum set forth below opposite the applicable Credit Rating then in effect (a) in the case of an Extending Lender in the column titled “Applicable Rate for Extending Lenders” and (b) in the case of a Non-Extending Lender in the column titled “Applicable Rate for Non-Extending Lenders”:

<u>Pricing Level</u>	Credit Rating	Applicable Rate for Extending Lenders	Applicable Rate for Non-Extending Lenders
I	BBB+ / Baa1 or higher	1.2%	1.8%
II	BBB / Baa2	1.35%	2%
III	BBB- / Baa3	1.65%	2.2%
IV	Lower than BBB- / Baa3	2.05%	2.95%

The Applicable Rate shall be adjusted as of the first day of the first calendar month immediately following any change in the Credit Rating. The Principal Borrower shall notify the Administrative Agent in writing promptly after becoming aware of any change in the Credit Rating.

“ Interest Payment Date ” means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; (b) as to any Base Rate Loan, the first (1st) Business Day of each calendar month; (c) as to a Loan owing to a Non-Extending Lender, the Maturity Date; and (d) as to a Loan owing to an Extending Lender, the Extended Maturity Date.

(b) The Term Loan Agreement is amended by adding the following definitions to Section 1.01 thereof in the appropriate alphabetical location:

“ Extended Maturity Date ” has the meaning specified in Section 2.11(a) .

“ Extending Lender ” means a financial institution party hereto as a “Lender” holding a Loan that matures on the Extended Maturity Date, together with its respective successors and permitted assigns. The Extending Lenders as of the Second Amendment Date, together with the outstanding principal amount of their respective Loans, are identified as such on Schedule 2.01 .

“ Non-Extending Lender ” means a financial institution party hereto as a “Lender” holding a Loan that matures on the Maturity Date, together with its respective successors and permitted assigns. The Non-Extending Lenders as of the Second Amendment Date, together with the outstanding principal amount of their respective Loans, are identified as such on Schedule 2.01 .

“ Second Amendment Date ” means October 11, 2012.

(c) The Term Loan Agreement is amended by restating clause (iii) of the proviso in the definition of “Interest Period” in its entirety as follows:

(iii) no Interest Period for a Loan owing to a Non-Extending Lender shall extend beyond the Maturity Date and no Interest Period for a Loan owing to an Extending Lender shall extend beyond the Extended Maturity Date.

(d) The Term Loan Agreement is amended by restating Section 2.03 thereof in its entirety as follows:

### **2.03 Prepayments .**

(a) Generally. Except as otherwise provided in the immediately following subsection and subject to Section 3.05, the Borrowers may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$500,000 in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and, except in the case of a prepayment pursuant to subsection (c) of this Section, of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrowers, the Borrowers shall make such prepayment and the payment amount specified in such notice, together with any amount due under the immediately following subsection (b), shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages, except for prepayments pursuant to subsection (c) of this Section, which shall be applied to the Loans of the Non-Extending Lenders pro rata in accordance with the respective principal amount of such Loans owing to the Non-Extending Lenders.

(b) Prepayment Premium. During the periods set forth below, the Borrowers may only prepay the Loans owing to the Non-Extending Lenders, in whole or in part, at the prices (expressed as percentages of principal amount of the Loans to be prepaid) set forth below, plus accrued and unpaid interest, if any, to the date of prepayment:

<b>Period</b>	<b>Percentage</b>
Closing Date to and including February 24, 2012	103%
February 25, 2012 to and including February 24, 2013	101.5%
All times after February 24, 2013	100%

The Borrowers acknowledge and agree that the amount payable by them under this Section in connection with the prepayment of the Loans owing to the Non-Extending Lenders is a reasonable calculation of the Non-Extending Lenders' lost profits in view of the difficulties and impracticality of determining actual damages resulting from the prepayment of such Loans.

(c) Prepayment of Certain Loans . The Borrowers shall, on February 25, 2013, cause all outstanding principal and interest on the Loans, all fees, costs, expenses and other Obligations then due and owing to the Non-Extending Lenders under the Loan Documents to be paid in full. The Borrowers shall not be required to provide notice of such prepayment. The Extending Lenders consent to such prepayment of the Loans and other Obligations owing to the Non-Extending Lenders and waive any requirement under Section 2.9(a) that any such prepayment be distributed to the Lenders in accordance with their Applicable Percentages, so long as no Default or Event of Default exists. Upon payment in full of such Loans and other Obligations, the Non-Extending Lenders shall cease to be parties to this Agreement; provided that the Non-Extending Lenders shall continue to have the benefit of, and be bound by, any provision contained in any Loan Document which by its express terms survives the termination of such Loan Document or the repayment of the Obligations.

(e) The Term Loan Agreement is amended by restating Section 2.04 thereof in its entirety as follows:

**2.04 Repayment of Loans .**

In accordance with Section 2.11 hereof, the Borrowers shall repay (a) on the Maturity Date the outstanding aggregate principal amount of Loans owing to the Non-Extending Lenders and (b) on the Extended Maturity Date the outstanding aggregate principal amount of Loans owing to the Extending Lenders.

(f) The Term Loan Agreement is amended by restating Section 2.05(c) thereof in its entirety as follows:

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Each payment of interest on the Loans shall be made for the account of the Lenders pro rata in accordance with the amounts of interest on such Loans then due and payable to the Lenders. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(g) The Term Loan Agreement is amended by restating Section 2.11(a) thereof in its entirety as follows:

(a) Maturity Date . Subject to the provisions of clause (b) of this Section 2.11, the Borrowers shall, on (i) February 24, 2016 (the “Maturity Date”), cause all outstanding principal and interest on the Loans owing to the Non-Extending Lenders, and all fees, costs, expenses and other Obligations then due and owing to the Non-Extending Lenders to be paid in full and (ii) January 12, 2018 (the “Extended Maturity Date”), cause the Obligations

(including, without limitation, all outstanding principal and interest on the Loans and all fees, costs and expenses due and owing under the Loan Documents) to be paid in full.

(h) The Term Loan Agreement is amended by restating the first two sentences of Section 2.12 thereof in their entirety as follows:

The Borrowers shall have the right at any time and from time to time during the period beginning on the Closing Date to but excluding the date 90 days prior to the Extended Maturity Date to request additional Loans (which must mature on the Extended Maturity Date) by providing written notice to the Administrative Agent, which notice shall be irrevocable once given; provided, however, that after giving effect to any such increases the aggregate amount of the Loans shall not exceed \$300,000,000. Each such increase in the Loans must be in an aggregate minimum amount of \$50,000,000 and integral multiples of \$10,000,000 in excess thereof (or such other amounts as may be acceptable to the Administrative Agent and the Borrowers).

(i) The Term Loan Agreement is amended by deleting Schedule 2.01 attached thereto and replacing it with Schedule 2.01 attached hereto:

Section 2. Additional Loans.

(a) As contemplated by Section 2.12 of the Term Loan Agreement, the Borrowers have requested each Lender whose Commitment set forth on Schedule 2.01 attached hereto exceeds the outstanding principal amount of such Lender's Loan immediately prior to the effectiveness of this Amendment (an "Increasing Lender"), to increase the principal amount of such Lender's Loan by the amount of such excess. Subject to the terms of this Amendment and the Term Loan Agreement (as amended by this Amendment), each Increasing Lender is willing to increase the principal amount of such Lender's Loan by the amount of such excess.

(b) In addition, as contemplated by Section 2.12 of the Term Loan Agreement, the Borrowers have requested each Person identified as a Lender on Schedule 2.01 attached hereto who is not a Lender immediately prior to the effectiveness of this Amendment (a "New Lender") to make a Loan to the Borrowers in a principal amount equal to the amount of such New Lender's Commitment set forth on Schedule 2.01 attached hereto. Subject to the terms of this Amendment and the Term Loan Agreement (as amended by this Amendment), each New Lender is willing to make such Loan.

(c) Upon the effectiveness of this Amendment, each New Lender acknowledges and agrees that it shall be a Lender under the Term Loan Agreement and shall have all of the rights and obligations of a Lender under the Term Loan Agreement having a Loan in the amount of such New Lender's Commitment as set forth on Schedule 2.01 attached hereto, all as if such New Lender were an original Lender under and signatory to the Term Loan Agreement. Each New Lender (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to consummate the transactions contemplated hereby and to become a Lender under the Term Loan Agreement, (B) upon the effectiveness of this Amendment, it shall be bound by the provisions of the Term Loan Agreement as a Lender thereunder and, to the extent of its Loan, shall have the obligations of a Lender thereunder and (C) it has received a copy of the Term Loan Agreement, together with copies of the most recent financial statements delivered thereunder, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to become a Lender on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender; and (ii) agrees that



(x) it will, independently and without reliance on the Administrative Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (y) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(d) Each Increasing Lender and each New Lender shall make available to the Administrative Agent for the account of the Borrowers at the Administrative Agent's Office in immediately available funds not later than 10:00 a.m. on the proposed effective date of this Amendment (i) in the case of an Increasing Lender, the amount of the increase in such Increasing Lender's Loan and (ii) in the case of a New Lender, the amount of the Loan to be made by such New Lender. Subject to fulfillment of all applicable conditions set forth herein and the conditions set forth in Section 2.12 of the Term Loan Agreement, the Administrative Agent shall make available to the Borrowers in the account specified in the Transfer Authorizer Designation Form, not later than 1:00 p.m. on the effective date of this Amendment, the proceeds of such amounts received by the Administrative Agent.

(e) In connection with the increase of Loans (both as an increase of existing Loans and the making of new Loans) contemplated by this Amendment, the parties hereto waive any requirement under Section 2.12 of the Term Loan Agreement that: (i) the aggregate principal amount of such increase must be a specified amount; (ii) the Lenders receive prior notice of such increase or (iii) the Lenders be afforded the right to provide any amount of such increase prior to the Administrative Agent approaching other banks, financial institutions or other institutional lenders regarding providing any of such increase.

Section 3. Conditions Precedent. The effectiveness of this Amendment is subject to receipt by the Administrative Agent of each of the following, each in form and substance satisfactory to the Administrative Agent:

(a) A counterpart of this Amendment duly executed by each of the Borrowers, the Administrative Agent and each of the Lenders;

(b) A Guarantor Acknowledgement substantially in the form of Exhibit A attached hereto, executed by each Guarantor;

(c) A certificate of the Secretary or Assistant Secretary (or other individual performing similar functions) of each Loan Party certifying that, since the Closing Date, there have been no changes to (i) the by-laws of such Loan Party, if a corporation, the operating agreement, if a limited liability company, the partnership agreement, if a limited or general partnership, or other comparable document in the case of any other form of legal entity and (ii) the certificate or articles of incorporation, articles of organization, certificate of limited partnership, declaration of trust or other comparable organizational instrument of such Loan Party;

(d) A certificate of the Secretary or Assistant Secretary (or other individual performing similar functions) of each Loan Party certifying (i) all corporate and other necessary action taken by the Borrowers to authorize the borrowing of the additional loans made pursuant to Section 2 of this Amendment and (ii) all corporate and other necessary action taken by each Guarantor authorizing the guaranty of the additional loans made pursuant to Section 2 of this Amendment;

- (e) A certificate of good standing (or certificate of similar meaning) with respect to each Borrower issued as of a recent date by the Secretary of State of the state of formation of each such Loan Party;
- (f) An opinion of counsel to the Borrowers and the Guarantors, and addressed to the Administrative Agent and the Lenders covering such matters as reasonably requested by the Administrative Agent;
- (g) Such other documents, instruments and agreements as the Administrative Agent may reasonably request.

Section 4. Representations. Each of the Borrowers represents and warrants to the Administrative Agent and the Lenders that:

(a) Authorization. Each of the Borrowers has the right and power, and has taken all necessary action to authorize it, to execute and deliver this Amendment and to perform its obligations hereunder and under the Term Loan Agreement, as amended by this Amendment, in accordance with their respective terms. This Amendment has been duly executed and delivered by a duly authorized officer of the Borrowers and each of this Amendment and the Term Loan Agreement, as amended by this Amendment, is a legal, valid and binding obligation of the Borrowers enforceable against the Borrowers in accordance with its respective terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability.

(b) Compliance with Laws, etc. The execution and delivery by the Borrowers of this Amendment and the performance by the Borrowers of this Amendment and the Term Loan Agreement, as amended by this Amendment, in accordance with their respective terms, do not and will not, by the passage of time, the giving of notice or otherwise: (i) require any Government Approvals or violate any Applicable Laws relating to the Borrower; (ii) conflict with, result in a breach of or constitute a default under the Borrower's articles of incorporation or by-laws or any indenture, agreement or other instrument to which the Borrowers are a party or by which the Borrowers or any of their respective properties may be bound; or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrowers other than Permitted Liens. The Borrowers and each of the Borrowers' Subsidiaries are in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) No Default. No Default or Event of Default has occurred and is continuing as of the date hereof nor will exist immediately after giving effect to this Amendment.

Section 5. Reaffirmation of Representations by each of the Borrowers. Each Borrower hereby repeats and reaffirms all representations and warranties made by such Borrower to the Administrative Agent and the Lenders in the Term Loan Agreement and the other Loan Documents to which it is a party on and as of the date hereof with the same force and effect as if such representations and warranties were set forth in this Amendment in full.

Section 6. Certain References. Each reference to the Term Loan Agreement in any of the Loan Documents shall be deemed to be a reference to the Term Loan Agreement as amended by this Amendment.

Section 7. Obligations. Each Borrower confirms that all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue under the Loan Documents after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, are “Obligations” under and as defined in the Term Loan Agreement; provided, however, that obligations in respect of any Swap Contract between any Loan Party and any Lender or any Affiliate of a Lender are not “Obligations” as defined in the Term Loan Agreement.

Section 8. Costs and Expenses. The Borrowers shall reimburse the Administrative Agent upon demand for all costs and expenses (including attorneys' fees) incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment and the other agreements and documents executed and delivered in connection herewith.

Section 9. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

Section 11. Effect. Except as expressly herein amended, the terms and conditions of the Term Loan Agreement and the other Loan Documents remain in full force and effect. The amendments contained herein shall be deemed to have prospective application only, unless otherwise specifically stated herein.

Section 12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and assigns.

Section 13. Definitions. All capitalized terms not otherwise defined herein are used herein with the respective definitions given them in the Term Loan Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Term Loan Agreement to be executed as of the date first above written.

**THE BORROWERS:**

**HIGHWOODS REALTY LIMITED PARTNERSHIP**

By: Highwoods Properties, Inc.

**HIGHWOODS PROPERTIES, INC.**

**HIGHWOODS SERVICES, INC.**

By: /s/ Jeffrey D. Miller

Jeffrey D. Miller

Vice President, General Counsel and Secretary

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

THE ADMINISTRATIVE AGENT AND THE LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as  
Administrative Agent and individually in its capacity as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

BRANCH BANKING AND TRUST COMPANY, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:



[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

BANK OF AMERICA, NA, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

UNION BANK, N.A., as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

FIFTH THIRD BANK, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

CAPITAL ONE, N.A., as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

ROYAL BANK OF CANADA, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

REGIONS BANK, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

## FIRST AMENDMENT TO TERM LOAN AGREEMENT

FIRST AMENDMENT TO TERM LOAN AGREEMENT (this “Amendment”) dated as of October 11, 2012 by and among HIGHWOODS PROPERTIES, INC., HIGHWOODS SERVICES, INC. and HIGHWOODS REALTY LIMITED PARTNERSHIP (each, a “Borrower,” together, the “Borrowers”), each of the Lenders party hereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”).

WHEREAS, the Borrowers, the Lenders, the Administrative Agent and certain other parties have entered into that certain Term Loan Agreement dated as of January 11, 2012 (as in effect immediately prior to the date hereof, the “Term Loan Agreement”); and

WHEREAS, the Borrowers, the Lenders and the Administrative Agent desire to amend certain provisions of the Term Loan Agreement on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Specific Amendments to Term Loan Agreement. The parties hereto agree that the Term Loan Agreement is amended by restating the definitions of “Acquired Properties” and “Annualized Adjusted NOI” in Section 1.01 thereof as follows:

“Acquired Properties” means, at any time, all Properties acquired by the Subject Parties within the previous twelve (12) calendar months from any third party entity through an arms-length transaction.

“Annualized Adjusted NOI” means (a) for each Property owned for twenty-four (24) months or more, Adjusted NOI for such Property for the immediately preceding twelve (12) month period; and (b) for each Property owned for a period of less than twenty-four (24) months and for each Property formerly qualifying as a Non-Income Producing Property (other than an Acquired Property) that has been an Income-Producing Property for less than twelve (12) months, Adjusted NOI for such Property calculated by annualizing from the date such Property became an Income-Producing Property to date Adjusted NOI for such Property and adjusting (through appropriate pro-rating, removal or other correction) for all annual or one-time lump sum payments or expenses with respect to the Property or for any extraordinary income or expense items with respect to such Property; provided, that all amounts included in the above calculations with respect to Properties owned by Unconsolidated Affiliates (and not otherwise adjusted for interests in Unconsolidated Affiliates) shall be adjusted to include only that portion of such amounts attributable to Unconsolidated Affiliate Interests.

Section 2. Conditions Precedent. The effectiveness of this Amendment is subject to receipt by the Administrative Agent of each of the following, each in form and substance satisfactory to the Administrative Agent:



(a) A counterpart of this Amendment duly executed by each of the Borrowers, the Administrative Agent and each of the Lenders;

(b) A Guarantor Acknowledgement substantially in the form of Exhibit A attached hereto, executed by each Guarantor;

(c) A certificate of the Secretary or Assistant Secretary (or other individual performing similar functions) of each Loan Party certifying that, since the Closing Date, there have been no changes to (i) the by-laws of such Loan Party, if a corporation, the operating agreement, if a limited liability company, the partnership agreement, if a limited or general partnership, or other comparable document in the case of any other form of legal entity and (ii) the certificate or articles of incorporation, articles of organization, certificate of limited partnership, declaration of trust or other comparable organizational instrument of such Loan Party; and

(d) Such other documents, instruments and agreements as the Administrative Agent may reasonably request.

Section 3. Representations. Each of the Borrowers represent and warrant to the Administrative Agent and the Lenders that:

(a) Authorization. Each of the Borrowers has the right and power, and has taken all necessary action to authorize it, to execute and deliver this Amendment and to perform its obligations hereunder and under the Term Loan Agreement, as amended by this Amendment, in accordance with their respective terms. This Amendment has been duly executed and delivered by a duly authorized officer of the Borrowers and each of this Amendment and the Term Loan Agreement, as amended by this Amendment, is a legal, valid and binding obligation of the Borrowers enforceable against the Borrowers in accordance with its respective terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability.

(b) Compliance with Laws, etc. The execution and delivery by the Borrowers of this Amendment and the performance by the Borrowers of this Amendment and the Term Loan Agreement, as amended by this Amendment, in accordance with their respective terms, do not and will not, by the passage of time, the giving of notice or otherwise: (i) require any Government Approvals or violate any Applicable Laws relating to the Borrower; (ii) conflict with, result in a breach of or constitute a default under the Borrower's articles of incorporation or by-laws or any indenture, agreement or other instrument to which the Borrowers are a party or by which the Borrowers or any of their respective properties may be bound; or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrowers other than Permitted Liens. The Borrowers and each of the Borrowers' Subsidiaries are in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) No Default. No Default or Event of Default has occurred and is continuing as of the date hereof nor will exist immediately after giving effect to this Amendment.

Section 4. Reaffirmation of Representations by each of the Borrowers. Each Borrower hereby repeats and reaffirms all representations and warranties made by such Borrower to the Administrative Agent and the Lenders in the Term Loan Agreement and the other Loan Documents to which it is a party on and as of the date hereof with the same force and effect as if such representations and warranties were set forth in this Amendment in full.

Section 5. Certain References. Each reference to the Term Loan Agreement in any of the Loan Documents shall be deemed to be a reference to the Term Loan Agreement as amended by this Amendment.

Section 6. Obligations. Each Borrower confirms that all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue under the Loan Documents after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, are “Obligations” under and as defined in the Term Loan Agreement; provided, however, that obligations in respect of any Swap Contract between any Loan Party and any Lender or any Affiliate of a Lender are not “Obligations” as defined in the Term Loan Agreement.

Section 7. Costs and Expenses. The Borrowers shall reimburse the Administrative Agent upon demand for all costs and expenses (including attorneys' fees) incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment and the other agreements and documents executed and delivered in connection herewith.

Section 8. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

Section 10. Effect. Except as expressly herein amended, the terms and conditions of the Term Loan Agreement and the other Loan Documents remain in full force and effect. The amendments contained herein shall be deemed to have prospective application only, unless otherwise specifically stated herein.

Section 11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and assigns.

Section 12. Definitions. All capitalized terms not otherwise defined herein are used herein with the respective definitions given them in the Term Loan Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Term Loan Agreement to be executed as of the date first above written.

**THE BORROWERS:**

**HIGHWOODS REALTY LIMITED PARTNERSHIP**

By: Highwoods Properties, Inc.

**HIGHWOODS PROPERTIES, INC.**

**HIGHWOODS SERVICES, INC.**

By: /s/ Jeffrey D. Miller

Name: Jeffrey D. Miller

Title: Vice President, General Counsel and

Secretary

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

THE ADMINISTRATIVE AGENT AND THE LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as  
Administrative Agent and individually in its capacity as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

REGIONS BANK, as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

[Signature Page to Second Amendment to Term Loan Agreement  
with Highwoods Properties, Inc., et al.]

UNION BANK, N.A., as a Lender

By:     /s/ Authorized Signatory    

Name:     

Title:

**FIRST AMENDMENT  
TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this “*Amendment*”) is entered into as of October 12, 2012, among HIGHWOODS REALTY LIMITED PARTNERSHIP, a North Carolina limited partnership (“*Highwoods Realty*”), HIGHWOODS PROPERTIES, INC., a Maryland corporation (“*Highwoods Properties*”) and HIGHWOODS SERVICES, INC., a North Carolina corporation (“*Highwoods Services* ;” Highwoods Realty, Highwoods Properties, and Highwoods Services are hereinafter referred to individually as a “*Borrower*” and collectively as “*Borrowers*”), each Lender that is a party hereto, and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, “*Administrative Agent*”), Swing Line Lender and L/C Issuer.

**RECITALS**

A. Reference is hereby made to that certain Third Amended and Restated Credit Agreement dated as of July 27, 2011 (as modified, amended, renewed, extended, or restated from time to time, the “*Credit Agreement*”), executed by Borrowers, the Lenders defined therein, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and L/C Issuer (Administrative Agent, Swing Line Lender, L/C Issuer, and Lenders are individually referred to herein as a “*Credit Party*” and collectively referred to herein as the “*Credit Parties*”).

B. Capitalized terms used herein shall, unless otherwise indicated, have the respective meanings set forth in the Credit Agreement.

C. Borrowers have requested that Lenders modify certain provisions contained in the Credit Agreement, and each Lender that is a party hereto has agreed to such modifications, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Terms and References .** Unless otherwise stated in this Amendment (a) terms defined in the Credit Agreement have the same meanings when used in this Amendment, and (b) references to “*Sections*” are to the Credit Agreement’s sections.

**2. Amendment to the Credit Agreement.** *Section 1.01* of the Credit Agreement is hereby amended to delete the definitions of “Acquired Properties” and “Annualized Adjusted NOI” in their entirety and replace such definitions with the following:

“*Acquired Properties*” means, at any time, all Properties acquired by the Subject Parties within the previous twelve (12) calendar months from any third party entity through an arms-length transaction.

“*Annualized Adjusted NOI*” means (a) for each Property owned for twenty-four (24) months or more, Adjusted NOI for such Property for the immediately preceding twelve (12) month period; and (b) for each Property owned for a period of less than twenty-four (24) months and for each Property formerly qualifying as a Non-Income Producing Property (other than an Acquired Property) that has been an Income-Producing Property for less than twelve (12) months, Adjusted NOI for such Property calculated by annualizing from the date such Property became an Income-Producing Property to date Adjusted NOI for such Property and adjusting (through appropriate pro-rating, removal or other correction) for all annual or one-time lump sum payments or expenses with respect to the Property or for any extraordinary income or expense items with respect to such Property; provided, that all amounts included in the above calculations with respect to Properties owned by Unconsolidated Affiliates (and not otherwise adjusted for



interests in Unconsolidated Affiliates) shall be adjusted to include only that portion of such amounts attributable to Unconsolidated Affiliate Interests.

**3. Amendments to other Loan Documents.**

(a) All references in the Loan Documents to the Credit Agreement shall henceforth include references to the Credit Agreement, as modified and amended hereby, and as may, from time to time, be further amended, modified, extended, renewed, and/or increased.

(b) Any and all of the terms and provisions of the Loan Documents are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the amendments and modifications set forth herein.

**4. Conditions Precedent** . This Amendment shall not be effective unless and until: (a) Administrative Agent receives fully executed counterparts of this Amendment signed by the Required Lenders, Borrowers, and each Guarantor; (b) the representations and warranties in the Credit Agreement, as amended by this Amendment, and each other Loan Document are true and correct in all material respects on and as of the date of this Amendment as though made as of the date of this Amendment except to the extent that (i) any of them speak to a different specific date, or (ii) the facts on which any of them were based have been changed by transactions contemplated or permitted by the Credit Agreement, and (c) after giving effect to this Amendment, no Default exists.

**6. Ratifications** . Borrowers (a) ratify and confirm all provisions of the Loan Documents as amended by this Amendment, (b) ratify and confirm that all guaranties, assurances, and liens granted, conveyed, or assigned to Administrative Agent for the benefit of Lenders under the Loan Documents are not released, reduced, or otherwise adversely affected by this Amendment and continue to guarantee, assure, and secure full payment and performance of the present and future obligations of Borrowers under the Credit Agreement and the Loan Documents, and (c) agree to perform such acts and duly authorize, execute, acknowledge, deliver, file, and record such additional documents, and certificates as Administrative Agent may request in order to create, perfect, preserve, and protect those guaranties, assurances, and liens.

**7. Representations** . Borrowers represent and warrant to Administrative Agent and Lenders that as of the date of this Amendment: (a) this Amendment has been duly authorized, executed, and delivered by each Borrower and each Guarantor; (b) no action of, or filing with, any governmental authority is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by any Borrower or any Guarantor of this Amendment; (c) the Loan Documents, as amended by this Amendment, are valid and binding upon each Borrower and each Guarantor and are enforceable against each Borrower and each Guarantor in accordance with their respective terms, except as limited by Debtor Relief Laws; (d) the execution, delivery, and performance by each Borrower and each Guarantor of this Amendment does not require the consent of any other Person and do not and will not constitute a violation of any laws, agreements, or understandings to which any Borrower or any Guarantor is a party or by which any Borrower or any Guarantor is bound; (e) all representations and warranties in the Loan Documents are true and correct in all material respects except to the extent that (i) any of them speak to a different specific date, or (ii) the facts on which any of them were based have been changed by transactions contemplated or permitted by the Credit Agreement; and (f) no Default exists.

**8. Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Credit Agreement and the other Loan Documents, and all documents executed in connection therewith, shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms.

**9. Miscellaneous** . Unless stated otherwise (a) the singular number includes the plural and *vice versa* and words of any gender include each other gender, in each case, as appropriate, (b) headings and captions may not be construed in interpreting provisions, (c) this Amendment must be construed -- and its performance enforced -- under North Carolina law, (d) if any part of this Amendment is for any reason found to be unenforceable, all other portions of it nevertheless remain enforceable, and (e) this Amendment may be executed in any number of counterparts

(originals or facsimile copies followed by originals within two (2) Business Days) with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document.

**10. RELEASE.** EACH BORROWER AND EACH GUARANTOR HEREBY ACKNOWLEDGE THAT THE OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL WITHOUT ANY RIGHT OF RECISSION, SETOFF, COUNTERCLAIM, DEFENSE, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY CREDIT PARTY. THE LOAN PARTIES HEREBY VOLUNTARILY AND KNOWINGLY RELEASE AND FOREVER DISCHARGE EACH CREDIT PARTY AND ITS PREDECESSORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”), FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH BORROWERS AND GUARANTORS MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND ARISING FROM ANY “LOANS”, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING, OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, AND NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT.

**11. Entireties.** The Credit Agreement as amended by this Amendment represents the final agreement between the parties about the subject matter of the Credit Agreement as amended by this Amendment and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**12. Parties.** This Amendment binds and inures to Borrowers, Guarantors, Administrative Agent, each Lender, and their respective successors and permitted assigns.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

EXECUTED as of the date first stated above.

**BORROWERS:**

**HIGHWOODS REALTY LIMITED PARTNERSHIP**

By: HIGHWOODS PROPERTIES, INC., its General Partner

**HIGHWOODS PROPERTIES, INC.**

**HIGHWOODS SERVICES, INC.**

By: /s/ Jeffrey D. Miller

Jeffrey D. Miller

Vice President, General Counsel and Secretary

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.** , as Administrative Agent and a Lender

By:           /s/ Authorized Signatory          

Name:             

Title:

**LENDERS:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:              

Title:

**BRANCH BANKING AND TRUST COMPANY ,**  
as a Lender

By:       /s/ Authorized Signatory      

Name:       

Title:

**PNC BANK, NATIONAL ASSOCIATION ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:

**U.S. BANK NATIONAL ASSOCIATION ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:



**REGIONS BANK ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:

**UNION BANK, N.A. ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:

**FIFTH THIRD BANK** , an Ohio banking corporation,  
as a Lender

By:           /s/ Authorized Signatory          

Name:             

Title:

**CHEVY CHASE BANK, A DIVISION OF CAPITAL ONE, N.A. , as a Lender**

By:       /s/ Authorized Signatory      

Name:       

Title:

**COMERICA BANK** , a Texas banking association  
as a Lender

By:       /s/ Authorized Signatory      

Name:       

Title:

**MORGAN STANLEY BANK, N.A. ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:

**ROYAL BANK OF CANADA ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:             

Title:

**RBC BANK (USA) ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:           

Title:



**FIRST TENNESSEE BANK NATIONAL ASSOCIATION ,**  
as a Lender

By:           /s/ Authorized Signatory          

Name:             

Title: