

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
ADDRESS OF PREMISES 701 BROADWAY STREET NASHVILLE, TN 37203-3944	TO LEASE NO. GS-04B-00115 PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **Customs House Associates, LTD,**

whose address is **P.O. BOX 23169, NASHVILLE, TN. 37202-3169.**

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **February 1, 2017**, as follows:

The purpose of the Lease Amendment is to expand the square footage of the lease by 1,415 rsf / 1,230 ABOA (usf), from a total of 43,080 rsf / 37,461 usf to a new total of 44,495 rsf / 38,691 usf. This expansion is effective 2/1/2017, and the term of this expansion shall be 2 years, 1 year firm. The term of the original space shall remain 10 years, 5 years firm as stated in the lease, subject to termination rights hereinafter set forth. The lease is amended as follows:

A. Paragraph 1.01 "The Premises (Sep 2015)" of lease is amended to read: "A. Office and Related Space: 44,495 rentable square feet (RSF), yielding 38,691 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space".

This Lease Amendment contains {2} pages.

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

FOR THE LESSOR:

[Redacted Signature]

Name: Darrin Shawn Webb
Title: President of the Corporate General Partner
Entity: *By Customs House Inc. Corporate General Partner*
Name: Customs House Associates, Limited

Date: 4/14/2017

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Randell G. Mills
Title: Lease Contracting Officer
Entity:
Name: General Services Administration,
Public Buildings Service

Date: 4/14/2017

WITNESSED FOR THE LESSOR BY:

Teresa Burns

Name: [Redacted]

Title:

Date: 4/14/17

- B. Paragraph 1.03 "Rent And Other Consideration (Sep 2015)" of the lease is amended to read: "The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	2/1/17 – 1/31/18	2/1/18 – 1/31/19	2/1/19 – 01/31/20	2/1/20 – 1/31/21	2/1/21 – 1/31/22
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹ Original RSF (43,080 rsf)	\$926,220.00	\$946,596.84	\$967,404.48	\$988,686.00	\$1,010,441.40
Shell Rent ¹ Expansion RSF (1,415 rsf)	\$30,422.50	\$31,091.79	\$0.00	\$0.00	\$0.00
Operating Costs ² Original RSF (43,080 rsf)	\$267,828.39	\$267,828.39	\$267,828.39	\$267,828.39	\$267,828.39
Operating Costs ² Expansion RSF (1,415 rsf)	\$8,797.06	\$8,797.06	\$0.00	\$0.00	\$0.00
Parking ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overtime utilities ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$1,233,267.95	\$1,254,314.08	\$1,235,232.87	\$1,256,514.39	\$1,278,269.79

¹Shell rent calculation: \$21.500 per RSF multiplied by 44,495 RSF (increases approx. 2.2% per annum);

²Operating Costs rent calculation: \$6.217 per RSF multiplied by 44,495 RSF (subject to annual CPI adjustment);

³Parking costs: \$0.00 per RSF, and as further described under sub-paragraph (D) (4) of the original lease;

⁴Overtime Utilities \$40.00 per hour per floor. Based on actual usage, if any, per use. Billed separately;

	2/1/22 – 01/31/23	2/1/23 – 1/31/24	2/1/24 – 1/31/25	2/1/25 – 1/31/26	2/1/26 – 1/31/27
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹ Original RSF (43,080 rsf)	\$1,032,670.60	\$1,055,416.90	\$1,078,637.00	\$1,102,374.10	\$1,126,585.00
Operating Costs ² Original RSF (43,080 rsf)	\$267,828.39	\$267,828.39	\$267,828.39	\$267,828.39	\$267,828.39
Parking ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overtime utilities ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$1,300,498.99	\$1,323,245.29	\$1,346,465.39	\$1,370,202.49	\$1,394,413.39

- C. Paragraph 1.04 "Termination Rights (Aug 2011)" of the lease is amended to include separate Termination rights for the expansion space: "For the space identified as expansion space (1,415 RSF), the Government may terminate that expansion portion of the leased space after the 1 year firm term, upon 90 days written notice to the Lessor. No rent shall accrue for that expansion space after the effective date of termination". The termination rights for the original 43,080 RSF set forth in the original lease paragraph 1.04 shall remain in effect.
- D. Paragraph 1.06 "Percentage of Occupancy for Tax Adjustment (Jun 2012)" of the lease is amended to read: "Based on this expansion, The Government's New Percentage of Occupancy is 37.00% (percent). The Percentage of Occupancy is derived by dividing the total Government space of 44,495 RSF by the total building space of 120,246 RSF.
- E. Paragraph 1.08 "Operating Cost Base (Sep 2013)" of the lease is amended to read: "The Base Rate for Operating Costs shall be \$6.217 per RSF or \$276,625.45 per annum based on 44,495 RSF.

INITIALS:


LESSOR

&


GOVT