



**Supplemental Lease Agreement
Number 1**

Lease Number: GS-04B-50030 **Date:** MARCH 2, 2011

ADDRESS: 127 International Dr., Franklin, TN 37067

THIS AGREEMENT, made and entered into this date by and between Acquest Development

whose address is 80 Curtwright Drive, Suite 5
Williamsville, NY 14221

Duplicate Original

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

WHEREAS, the parties hereto desire to amend the above Lease to provide additional square footage, increases in operating expenses associated with the expansion space, cafeteria, additional workstations and related equipment, transfer the lease to a related party and to alter certain general clauses of the GSA Form 3517B.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2012 as follows:

Paragraphs 1, 3, 9, 10, 11, 12, 13, 14, 15, 24 of the Lease is amended by deleting the existing text of such paragraphs and substituting, in lieu thereof, the following Paragraphs, and hereby adding to the Lease, new paragraphs 25, 26, and 27:

*1. The Lessor hereby leases to the Government the following described premises:

A total of 135,373 Rentable Square Feet (RSF) of office and related space, consisting of 123,805 ANSI/BOMA Office Area Square Feet (ABOASF) to be constructed at 127 International Drive, Franklin, Tennessee 37067, including 674 parking spaces.

*3. The Government shall pay the Lessor Annual Rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PER RSF	RATE PER ABOASF	MONTHLY RATE
YEARS 1-15	\$4,068,552.95	\$30.05	\$32.86	\$339,046.08
YEARS 16-19.5	\$1,827,535.50	\$13.50	\$14.76	\$152,294.63
YEARS 19.5-20	\$3,655,071.00	\$27.00	\$29.52	\$304,589.25

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
By [Redacted]

JP
(Title)

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

Administration, Public Buildings Service.

Contracting Officer.
Title

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- "9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 123,805 ABOASF of office and related space, as identified in SFO 8TN2081.
- "10. The rental rate in Paragraph 3 for years 1 through 10 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 8TN2081, the Tenant Improvement allowance (T/I) provided in the lease is \$37.4509 per ABOASF, or a total of \$4,636,608.68 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$617,710.42 at a rate of \$4.99 per ABOASF (\$4.56 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the T/I cost exceeds \$37.4509 per ABOASF (for up to 123,805 ABOASF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$37.4509 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for the electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out.
- "11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8TN2081, the shell cost is established as \$17.546 per ABOASF (\$16.0466 per RSF), \$2,172,282.58 annually, which is inclusive of the rental rate in Paragraph 3 for 1 through 15; the shell cost is established as \$4.4342 per ABOASF (\$4.0553 per RSF), \$548,975.55 annually, which is inclusive of the rental rate in Paragraph 3 for years 16 through 19.5; the shell cost is established as \$19.1956 per ABOASF (\$17.5553 per RSF), \$2,386,511.05 annually, which is inclusive of the rental rate in Paragraph 3 for years 19.6 through 20 (months 235 through 240).
- "12. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 8TN2081, the common area factor (CAF) is established as 8.5% or 1.085, based on 135,373 RSF and 123,805 ABOASF.
- "13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8TN2081, the percentage of Government occupancy is established as 100% (based on total building area of 135,373 RSF and the Government's occupancy of approximately 135,373 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum 123,805 ABOASF, and in accordance with GSA Form 3517B, GENERAL CLAUSES. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." There is no agreed upon base for a Fully Assessed value of the property.
- "14. In accordance with Paragraph 4.3 (Operating Expense) of SFO No. 8TN2081, the annual operating cost is established as \$1,278,559.95 yielding an escalation base of \$10.33 per ABOASF (\$9.45 per RSF) which is inclusive of the rental rate in Paragraph 3 for years 1 through 20.
- "15. In accordance with Paragraph 1.1B (Amount and Type of Space) of SFO No. 8TN2081, Lessor shall provide six hundred seventy four (674) on-site parking spaces at no additional cost to the Government.
- "24. In accordance with SFO No. 8TN2081 Paragraph 2.5 and the Lease dated August 16, 2010 the Lessor and the Broker have agreed to cooperating lease commission of [redacted] of the firm term value of the lease. The total amount of the commission is [redacted] to be paid to the broker. In accordance with the "Broker Commission and Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission and the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, No 8TN2081. The [redacted] balance, which equates to [redacted] is to be paid to the broker as follows: A payment of [redacted] was due and payable within 30 days after the lease award. The remaining [redacted] is payable at occupancy.

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Notwithstanding the revisions made to Paragraph 3 in this Supplemental Lease Agreement, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction of the rent shall commence with the first month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$339,046.08 minus the prorated Commission Credit of \$ [redacted] equals the adjusted First Month's Rent of \$ [redacted]

Second Month's Rental Payment of \$339,046.08 minus the prorated Commission Credit of \$ [redacted] equals the adjusted First Month's Rent of \$ [redacted]

Third Month's Rental Payment of \$339,046.08 minus the prorated Commission Credit of \$ [redacted] equals the adjusted First Month's Rent of \$ [redacted]

"25 Changes to the General Clauses: The following changes have been made to the General Clauses number 2 and Number 17 of this lease contained in document GSA Form 3517B which are hereby deleted and replaced with the following:

2. Subletting and Assignment: The Government may sublet any part of the premises but shall neither relinquish any rights under this Lease nor be relieved from any obligations under this Lease by reason of such subletting. The Government may at any time assign this Lease, but shall neither relinquish any protections under this Lease nor be relieved from any obligations under this Lease by reason of any such assignment; provided, however, that (1) upon the Government's request, the Lessor and the Government shall diligently negotiate and agree in good faith in writing on the form and substance of any documents relating to the assignment of the Lease by the Government; and (2) simultaneously with giving notice of any default under or writing related to this Lease to the assignee, the Lessor shall deliver such notice or writing, as applicable, to the Government and the Government shall have the same cure periods as that given to the assignee or as provided in the Lease, whichever is longer, to cure such default under the Lease.

17. Fire and Casualty Damage:

(a) If the said premises be totally destroyed by fire or other casualty, the Lease shall automatically terminate with no further action on the part of either party.

(b) In the event of partial destruction or damage that renders the entire premises untenable, as reasonably determined by the Government, then:

(1) the Lessor shall, within ninety (90) days year of such partial destruction or damage, diligently commence the repair or restoration of the premises to a tenantable condition and shall complete such repair or restoration within one hundred and eighty (180) days from the partial destruction or damage.

(2) the rent during the period of partial destruction or damage shall be wholly abated during the period that such partial destruction or damage to any portion renders the premises untenable effective from the date of such partial destruction or damage.

(3) the Government shall reoccupy the premises only upon substantial completion, as reasonably determined by the Government, of such repairs or restoration, and,

(4) the Government shall not be permitted to terminate this Lease during such 180 day period as a result of such destruction or damage so long as the Lessor diligently pursues and completes the work, as reasonably determined by the Government.

(c) Solely for purposes of determining the proportion of the rent that shall be abated during such period of untenability, any part of the premises that have not been rendered untenable by such partial destruction or damage but the use of which by the Government is substantially related to and dependent upon the availability of such part of the premises that have been rendered untenable by such partial destruction or damage shall be, as reasonably determined by the Government, rendered untenable for such period of untenability.

Lessor: [signature] Government: [signature]



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(d) As soon as practicable after a partial destruction or damage to the premises, but in no event more than thirty (30) days thereafter the Lessor shall provide to the Government a certified schedule and plan for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plan for repair or restoration of the premises with the Government's approval not to be unreasonably withheld, conditioned, or delayed.

(e) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or the destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

(f) Except in the instance under subparagraph (a) above, the Lessor shall promptly reimburse the Government for reasonable moving and temporary relocation costs and expenses (which shall not include any rental expense to provide temporary space other than rental costs in excess of rent abated as a result of the fire or other casualty) and costs to replace personal property damaged or destroyed as a result of the casualty.

"26 The attached Novation is attached and hereby made a part of the lease

"27 The Notice of Assignment for Lease Number GS-04B50030 is attached, and hereby made a part of the lease.

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

INTENTIONALLY LEFT BLANK

Lessor: not Government: [Signature]