

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 7

TO LEASE NO. GS-04B-59097

ADDRESS OF PREMISES

North Building of Warehouse Row 5<sup>th</sup> floor – 1110 Market Street, Chattanooga, Tennessee, 37402-2890

THIS AGREEMENT, made and entered into this date by and between **Jamestown Warehouse Row, LP**

whose address is 3625 Cumberland Boulevard, 12<sup>th</sup> Floor  
Atlanta, GA 30339-3361

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 reconcile tenant improvement budget and provide beneficial occupancy.

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

The purpose of this Lease Amendment is to establish final occupancy and rental commencement for the suite occupied by the [REDACTED]. The following paragraphs of the contract are amended or added:

**1. Tenant Improvement Budget Reconciliation**

The Government approved a TI budget of \$1,035,385.00 via SLA 2. During construction, SLAs 3, 4, and 6 approved Change Orders 1-23. The total approved Change Orders is \$34,202.59 bringing the entire budget to \$1,069,587.59. Of this amount, \$780,212.12 is to be amortized into the rent for a 60 month firm period. The remaining amount of \$289,375.47 (\$1,069,587.59 - \$780,212.12) is to be paid by the Government as a lump sum payment to the lessor. The lump sum amount of \$130,637.33 has been paid to date, so the remaining balance due is \$158,738.14. Final invoice to be submitted electronically to GSA Finance per prior instructions provided. See Reconciliation (Attachment A) for additional information.

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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 below date.

FOR THE LESSOR:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Authorized Person  
Entity Name: Jamestown Warehouse Row LP  
Date: September 14, 2012

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9/14/12

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: Christina [REDACTED]  
Title: Executive Assistant - Witnesses  
Date: September 14, 2012

Paragraph 2 is hereby deleted and replaced with:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 27, 2010 to August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 is hereby deleted and replaced with:

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:  
Rent schedule

TERM	ANNUAL RENT	RATE per RSF <sup>1</sup>	RATE per OASF <sup>2</sup>	MONTHLY RATE
9/27/2010- 8/31/2012 <sup>3</sup>	\$32,640.00	\$ N/A	\$ N/A	\$2,720.00
9/01/2012- 8/31/2017 <sup>4</sup>	\$679,393.72	\$30.45	\$35.00	\$56,616.14
9/01/2017- 8/31/2022	\$496,642.86	\$22.26	\$25.59	\$41,386.91

Note 1: The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF

Note 2: The rate per OASF is determined by dividing the total annual rental by the OASF

Note 3: This period represents parking activated under SLA #1; Terms of this SLA #7 will override SLA #1 as parking is included in the rental consideration of the original lease.

Note 4: This period represents full occupancy of the space by the Government.

Breakdown of Rent structure at full occupancy:

	FIRM TERM (9/27/12-8/31/17)		NON FIRM TERM (9/01/17-8/31/22)	
	ANNUAL RENT	ANNUAL RATE/RSF <sup>1</sup>	ANNUAL RENT	ANNUAL RATE/RSF <sup>1</sup>
SHELL RENT	\$413,624.11	\$18.54	\$413,624.11	\$18.54
TENANT IMPROVEMENTS <sup>1</sup>	\$176,682.78	\$7.92	\$ N/A	\$N/A
OPERATING COSTS	\$83,018.75	\$3.72	\$83,018.75	\$3.72
ONSITE PARKING	\$0.00	\$0.00	\$0.00	\$0.00
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$6,068.08	\$0.27	\$ N/A	\$N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$679,393.72</b>	<b>\$30.45</b>	<b>\$496,642.86</b>	<b>\$22.26</b>

<sup>1</sup>The Tenant Improvements Allowance is amortized at a rate of 5 percent per annum over 5 years.

<sup>2</sup>Building Specific Security Costs of \$26,796.00 are amortized at a rate of 5 percent per annum over 5 years.

<sup>3</sup>Rates may be rounded.

Paragraph 4 is hereby deleted and replaced with:

"4. The Government may terminate this lease, in whole or in part, at any time on or after 08/31/2017 by giving the Lessor at least ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

Paragraph 9 is hereby updated to reflect the following TI Figures:

Paragraph 9 is hereby updated to reflect an increase in TI allowance in accordance with SLA #2 to a total of \$780,212.12 (in lieu of \$669,334.50). Rates are \$9.10 POASF (in lieu of \$7.81) and \$7.92 PRSF.

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GOVT

**Paragraph 26 is restated:**

"26. In accordance with the SOLICITATION FOR OFFERS 7TN2070, Paragraph 2.4, the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The Total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission 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], applied as [REDACTED] per month round, for two (2) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$56,616.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$56,616.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

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     GOV