

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE 6/14/12

TO LEASE NO.
GS-04B-62113

ADDRESS OF PREMISES Customs House
701 Broadway, Suite 124
Nashville, Tennessee 37203-3975

THIS AGREEMENT, made and entered into this date by and between Customs House Associates, Ltd.

whose address is 501 James Robertson Parkway
Nashville, Tennessee 37209-1203

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 April 13, 2012, as follows:

The purpose of this Supplemental Lease Agreement is to establish the terms of the lease as follows:

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 April 13, 2012 through April 12, 2017 subject to termination rights and renewal rights as may be hereinafter set forth."

Rental Rate: Lease GSA Form L102B, Paragraph 1.03, Part A is amended to read:

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

	FIRM TERM (4/13/12-4/12/17)		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$26,434.57	\$11.83	\$N/A	\$N/A
TENANT IMPROVEMENTS RENT ¹	\$12,933.11	\$5.79	\$N/A	\$N/A ³
OPERATING COSTS	\$10,434.88	\$4.67	\$N/A	\$N/A
ONSITE PARKING	\$ 5,569.84	\$2.49		
BUILDING SPECIFIC SECURITY ²	\$ N/A	\$N/A	\$ N/A	\$N/A ³
TOTAL ANNUAL RENT	\$55,372.40	\$24.786	\$N/A	\$N/A

¹The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum over 5 years.
²Building Specific Security Costs are amortized at a rate of N/A percent per annum over N/A years.
³Rates may be rounded.

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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 above date.

LESSOR Customs House Associates, Ltd.

BY  up Green Partner
(Signature) President
(Title)

IN PRESENCE OF  
(Signature) (Address)

UNITED STATES OF AMERICA Felicia R. Walker

BY  CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

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Termination Rights:


This lease does not have termination rights for either party.

Renewal Rights: See Lease (GSA Form L102B), Paragraph 1.06 for the terms of a five year renewal option. If the renewal option is exercised by the Government, the renewal period is April 13, 2017 to April 12, 2022.

For clarification – Paragraphs 1.04 and 1.10 in the Lease (GSA Form L102B) are intentionally deleted.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS:



Lessor



Gov't