

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62249
ADDRESS OF PREMISES <b>377 Riverside Drive, Franklin TN 37064-8964</b>	PDN Number: <b>PS0027780</b>

**THIS AMENDMENT** is made and entered into between: **LinDon Realty, LLC.**

whose address is: **1308 Society Drive, Claymont, DE 19703-1743**

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 reflect acceptance of the space for occupancy and to commence rent.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 15, 2013 as follows:

The Tenant Improvement Allowance remaining balance in the amount of \$ **1,619.53** will be paid in a lump sum via an RWA.

Tenant Improvements by HCH Construction* per bid proposal dated	\$	██████████
Low Voltage CAT 5e by Wachter Building Technology per bid dated	\$	██████████
<b>TOTAL TI</b>	\$	<b>125,010.95</b>
<b>TI amount released by NTP</b>	\$	<b>123,391.42</b>
<b>TI allowance difference</b>	\$	<b>1,619.53</b>

The amount of \$ **123,391.42** will be amortized in the rent over the firm term of this lease at an annual interest rate of ten percent (10%). Upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment for a balance not exceeding \$**1,619.53**. Said invoice shall include the invoice date, the name and address of the Lessor, the lease number, the building address, this LA # and GSA PDN# PS0027780.

**CONTINUED ON PAGE 2**

This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: LinDon Realty LLC  
Date: 11/21/13

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: Marcus Skinner  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 11/26/13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary  
Date: 11/21/13

The original invoice must be submitted directly to the GSA Finance Office. Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password.

After acceptance by the Government, the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by phone at (817) 978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov). If unable to process the invoice electronically, Lessor may mail the invoices to the following addresses:

Lessor shall submit original invoice directly to:  
 General Services Administration  
 FTS and PBS Payment Division (7BCD)  
 Fort Worth, TX 76102-0181

Lessor must copy Contracting Officer at:  
 General Services Administration  
 77 Forsyth St, SW  
 Atlanta, GA 30303 - 3458

Sections 1.03, 1.04 and 105 of the lease are hereby deleted in their entirety and replaced as follows:

**Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

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

	FIRM TERM (11-15-2013 to 11-14-2018)		NON FIRM TERM (11-15-2018 to 11-14-2023)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$40,782.08	\$12.08	\$58,236.00	\$17.25
TENANT IMPROVEMENTS RENT*	\$31,460.44	\$9.32 **	N/A	N/A
OPERATING COSTS	\$15,867.20	\$4.70	\$15,867.20	\$4.70
BUILDING SPECIFIC SECURITY**	N/A	N/A	N/A	N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$88,109.72</b>	<b>\$26.10</b>	<b>\$74,103.20</b>	<b>\$21.95</b>

\* The Tenant improvement Allowance is amortized at a rate of ten (10%) percent per annum over five (5) years.

\*\* Rates may be rounded.

**Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

A. CB Richard Ellis Real Estate Services, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Smith Real Estate Services, Inc. with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

INITIALS: CR & MS  
 LESSOR & GOVT

Month 1 Rental Payment \$7,342.48 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$7,342.48 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

**Section 1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time, after November 14, 2018 by providing not less than ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

INITIALS:

CM  
LESSOR

&

MS  
GOVT