

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62651
LEASE AMENDMENT	
ADDRESS OF PREMISES: 820 Park Avenue Murfreesboro, Tennessee 37129-4906	PDN Number: PS0033029

THIS AMENDMENT is made and entered into between Swanson Developments, LP

whose address is: 1188 Park Avenue
Murfreesboro, Tennessee 37129-4912

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 24, 2015 as follows:

The purpose of this Lease Amendment is to serve as the Notice To Proceed (NTP), upon execution by both parties, for the construction of the Tenant Improvements in the space located at 820 Park Avenue in Murfreesboro, Tennessee for the [REDACTED]. Improvements shall be completed in accordance with the specifications set forth in the following documents:

1. The Construction Drawings submitted by the Lessor on March 23, 2015 and the updated Construction Documents for the Mechanical and Electrical components of the leased facility dated April 29, 2015 with authorized revisions.
2. The United States Government Lease Contract Number GS-04B-62651 executed on November 5, 2014 by the Government and all attachments to the Lease Contract, which provide specific guidance on the Tenant Improvements requested by the tenant agency and Lease Amendment Number One (1) executed on March 4, 2015 by the Government and all updated attachments to Lease Amendment Number One (1).

This Lease Amendment contains two (2) pages.

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 GOVERNMENT:

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Lease Contracting Officer
GSA, Public Buildings Service

Date: 09/24/2015

Date: 9-24-15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: Leasing/Sales Manager

Date: 9-24-15

3. *The United States Government Request for Lease Proposals No. 1TN2135 including all amendment(s).*
4. *The final Tenant Improvement Cost Summary (TICS) Table Document submitted by Swanson Developments, LP on September 23, 2015 and subsequent supporting documentation submitted on the following dates: September 16, 2015, September 4, 2015, September 1, 2015 and July 6, 2015.*
5. *Exhibit J - Security Scope of Work has been attached to Lease Amendment Number Two (2) and shall be incorporated as an attachment to the Lease Contract.*

The Government hereby agrees to a full Notice to Proceed in the amount of **\$227,711.03** for the construction of the Tenant Improvements of which **\$172,918.70** will be amortized over sixty (60) months at 8.0% interest payable monthly in arrears as a component of the total rent and the remaining **\$54,792.33** will be paid in a lump-sum payment after completion of the work and acceptance by the Government.

The Lessor agrees to complete all Tenant Improvement work by December 15, 2015.

All systems installed, prior to or included in the Tenant build-out shall be maintained, as stated in the Lease Contract.

This NTP is 'Fixed and Firm' for all items noted in the above items/documents.

Title to items for Tenant Improvements shall vest in the Government. These items can be removed by the Government at any time. Unless the Government has removed the item(s) from the premises, the Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this Lease Contract. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

Except as modified in this Lease Amendment, all terms and conditions of the Lease Contract shall remain in full force and effect, and in the event that any of the terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease Contract or any previous Lease Amendment(s), the terms and conditions of this Lease Amendment shall control and govern.

Payment will be made *electronically* through the finance website 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 calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

A copy of the invoice must be provided to the General Services Administration Lease Contracting Officer at the following address:

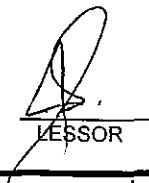

General Services Administration
 Attn: Teverra E. Pittman
 Leasing Division
 77 Forsyth Street, SW
 Suite G-40
 Atlanta, Georgia 30303

A proper invoice must include the following:

- *Invoice date.
- *Name of the Lessor as shown on the Lease.
- *Lease contract number, building address and a description of work; price reconciliation; and quantity of the item(s) delivered.
- *GSA PDN Number.

If the invoice is not submitted on company letterhead, the person with Lease Contract signature authority must sign the invoice.

The Lessor hereby waives all restoration rights as a result of the improvements.

INITIALS:  LESSOR &  GOV'T