

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-04B-62651
ADDRESS OF PREMISES: 820 Park Avenue Murfreesboro, Tennessee 37129-4906	PDN Number: N/A

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 December 21, 2015 as follows:

The purpose of this Lease Amendment is to commence monthly rental payments in arrears for the space located at 820 Park Avenue in Murfreesboro, Tennessee for the [REDACTED] agency.

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

Total Space

A total of 20,000 ANSI/BOMA Square Feet (ABOASF) / 23,000 Rentable Square Feet (RSF) consisting of 840 ANSI/BOMA Office Area Square Feet (ABOASF), 14,500 ANSI/BOMA Square Feet (ABOASF) of warehouse space and 4,660 ANSI/BOMA Square Feet (ABOASF) of air-conditioned warehouse space shall be leased at the building located at 820 Park Avenue in Murfreesboro, Tennessee as depicted on the floor plan(s) attached hereto as Exhibit

This Lease Amendment contains four (4) 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.

[REDACTED SIGNATURE]

FOR THE GOVERNMENT:

[REDACTED SIGNATURE]

Entity Name: SWANSON DEV.  
Date: 1-14-16

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: GSA, Public Buildings Service  
01/14/2016

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: MARILYN COVENS  
Title: Purchasing / Sales Mgr.  
Date: 1-14-16

- E. The Lessor has offered 10 surface parking spaces for the exclusive use of Government employees and their patrons at no additional cost to the Government.
- B. The Lease Term Commencement Date is hereby established as December 21, 2015. The lease term is established as December 21, 2015 through December 20, 2025, subject to termination and renewal rights as may be hereinafter set forth.
- C. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for the purposes of rental adjustments.

Office Space	Warehouse Space	Air-Conditioned Warehouse Space	Total Space
840 ABOASF	14,500 ABOASF	4,660 ABOASF	20,000 ABOASF
966 RSF	16,675 RSF	5,359 RSF	23,000 RSF

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

	FIRM TERM	NON FIRM TERM
	DECEMBER 21, 2015 - DECEMBER 20, 2020	DECEMBER 21, 2020 - DECEMBER 20, 2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$133,796.06	\$102,810.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$34,783.74	\$0.00
OPERATING COSTS <sup>3</sup>	\$46,000.00	\$50,600.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$214,579.80</b>	<b>\$153,410.00</b>

<sup>1</sup>Shell rent calculation:

- (Firm Term) Office Shell: \$15.79 per RSF multiplied by 966 RSF
- (Firm Term) Warehouse Shell: \$5.38 per RSF multiplied by 22,034 RSF
- (Firm Term) Blended Shell: 6.82\* per RSF multiplied by 23,000 RSF
- (Non-Firm Term) Office and Warehouse Shell: \$4.47 per RSF multiplied by 23,000 RSF

<sup>2</sup>The Final Tenant Improvement Allowance of \$142,968.63 is amortized at a rate of 8 percent per annum over 5 years.



<sup>3</sup>Operating Costs rent calculation:

- (Firm Term) Office Operating Costs: \$2.00 per RSF multiplied by 966 RSF
- (Firm Term) Warehouse Operating Costs: 2.00 per RSF multiplied by 22,034 RSF
- (Non-Firm Term) Office and Warehouse Operating Costs: \$2.20 per RSF multiplied by 23,000 RSF
- The operating cost shall not be subject to Consumer Price Index adjustments.

<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 5 years.

\*Rate rounded.

- A. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- B. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- C. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
  2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

INITIALS:  LESSOR &  GOV'T

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

E. Paragraph 1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012) is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time on or after December 20, 2020, by providing not less than 30 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.

F. Paragraph 1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012) is hereby deleted and replaced with the following:

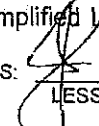
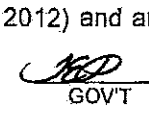
1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent. Section II of the GSA Form 1364A has been deleted and replaced as follows:

SECTION II - SPACE OFFERED AND RATES

FLOOR LOCATION		SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE	FLOOR LOCATION	SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE	
1 <sup>st</sup>			840	Office					
1 <sup>st</sup>			19,160	Warehouse					
TYPE OF SPACE	ANSI/BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE SQ FT (RSF) A x B = C	FIRM TERM		NON-FIRM TERM		OPTION TERM	
				RENTAL RATE PER RSF/YR D	ANNUAL RENT C x D = E	RENTAL RATE (PER RSF/YR) F	ANNUAL RENT C x F = G	RENTAL RATE (PER RSF/YR) H	ANNUAL RENT C x H = I
OFFICE	840	1.15	966	\$19.30	\$18,646.06	\$6.67	\$6,443.22	\$	\$
OTHER	19,160	1.15	22,034	\$8.89	\$195,933.75	\$6.67	\$146,966.78	\$	\$
TOTAL	20,000		23,000		\$214,579.80		\$153,410.00		\$
COMPOSITE ABOA PER SQ FT RATES				12E + 12A = 13A	\$10.73	12G + 12A = 13B	\$7.67	12I + 12A = 13C	\$
RATE ADJUSTMENT FOR VACANT SPACE:				\$ 0.00	/ RENTABLE SF				
HOURLY RATE FOR OVERTIME HVAC: \$0.00 Zone \$0.00 Floor \$0.00 Entire space \$0.00				Rate for 24/7 LAN \$0.00 /sf/yr The cost for overtime or 24/7 HVAC must be paid separately from the rent. Do not include these costs in the rent the offered rental rate or base operating expenses.					
NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT: 10					A. STRUCTURE: \$0.00		C. SURFACE: \$0.00		
CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT):					B. STRUCTURE: \$0.00 / MO		D. SURFACE: \$0.00 / MO		
RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING					<input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> NOT INCLUDED				

Any verbiage which references the GSA Form 1364A in the paragraphs listed below as it relates to rental rates and Section II - Space Offered And Rates, Paragraph 1.03 Rental Consideration For Simplified Leases (JUN 2012) and any other

INITIALS:  &   
LESSOR & GOV'T

