

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS-04P-LTN62657
ADDRESS OF PREMISES  1321 Murfreesboro Pk, Nashville, TN 37217-2626	PDN Number:

THIS AMENDMENT is made and entered into between Airport Plaza, LLC.

whose address is: 110 Lynwood Blvd, Nashville, TN 37205-2904

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

WHEREAS, the parties hereto desire to establish the annual rent and the amount of actual Tenant Improvement Cost.

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 March 31, 2015 as follows:

**RENT COMMENCEMENT DATE:** Hereby wish to establish the commencement and termination dates of this Lease, for Suite #204 ( ), Suite#205 ( ), Suite#206 ( ), Suite#301 ( ).

**1.01 THE PREMISES (JUN 2012)**

The premises are described as follows:

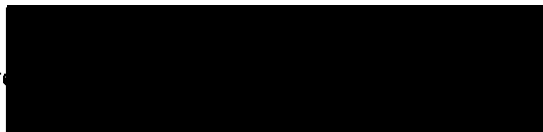

- A. Office and Related Space: 6,719 rentable square feet (RSF) yielding at 5,999 ANSI/BOMA office area (ABOA) square feet (SF) of office and related space located on the 2<sup>nd</sup> and 3<sup>rd</sup> floor(s) known as Suite(s) 301, 204, 205, and 206 of the building as depicted on the floor plan(s) attached and hereto as exhibit A. The Lessor is to provide 1-parking spaces as shown on the Exhibit A, reserved for the exclusive use of the Government ( Suite #205) of which 1-parking space shall be structured/inside parking space, and 0-shall be surface outside parking spaces. In addition the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the property.
- B. The term of the lease of the premises, together with the rental payments is hereby established to commence April 1, 2015 to March 31, 2025 for Suites #301, #204, #205 and #206.

This Lease Amendment contains 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.


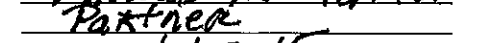
**FOR THE LESSOR:**

Signature:   
Name:   
Title: Partner  
Entity Name: Airport Plaza, LLC  
Date: 4-1-15

**FOR THE GOVERNMENT:**

Signature:   
Name: Marcus Skinner  
Title: Contracting Officer  
GSA, Public Buildings Service  
Date: 4/19/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title: Partner  
Date: 4.1.2015

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

THE GOVERNMENT SHALL PAY THE LESSOR ANNUAL RENT FOR SUITE#204 ( ), SUITE #205 ( ), SUITE #206 ( ) AND SUITE #301 ( ), PAYABLE IN MONTHLY INSTALLMENTS IN ARREARS AT THE FOLLOWING RATES.

Suite# 204 ( )	Firm Term 4/1/2015 - 3/31/2020	Non-Firm Term 4/1/2020 - 3/31/2025
	Annual Rent	Annual Rent
Shell Rent	\$34,671.16	\$40,759.16
Tenant Improvements	\$16,753.19	\$0.00
Operating Costs	\$10,988.84	\$10,988.84
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$62,413.19</b>	<b>\$51,748.00</b>

1. SHELL RENT (FIRM TERM) CALCULATION: \$11.39 PER RSF, MULTIPLIED BY 3,044 (RSF), NON FIRM TERM CALCULATION: \$13.39 MULTIPLIED BY 3,044 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$72,214.03 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 5 YEARS.
3. OPERATING COSTS CALCULATION: \$3.61 PER RSF MULTIPLIED BY 3,044 (RSF).
4. BUILDING SECURITY COSTS: \$0.00 PER RSF.

Suite# 205 ( )	Firm Term 4/1/2015 - 3/31/2020	Non-Firm Term 4/1/2020 - 3/31/2025
	Annual Rent	Annual Rent
Shell Rent	\$15,353.72	\$18,049.72
Tenant Improvements	\$8,727.84	\$0.00
Operating Costs	\$4,866.28	\$4,866.28
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$28,947.84</b>	<b>\$22,916.00</b>

1. SHELL RENT (FIRM TERM) CALCULATION: \$11.39 PER RSF, MULTIPLIED BY 1,348 (RSF), NON FIRM TERM CALCULATION: \$13.39 MULTIPLIED BY 1,348 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$37,620.97 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 5 YEARS.
3. OPERATING COSTS CALCULATION: \$3.61 PER RSF MULTIPLIED BY 1,348 (RSF).
4. BUILDING SECURITY COSTS: \$0.00 PER RSF.

Suite# 206 ( )	Firm Term 4/1/2015 - 3/31/2020	Non-Firm Term 4/1/2020 - 3/31/2025
	Annual Rent	Annual Rent
Shell Rent	\$2,619.70	\$3,079.70
Tenant Improvements	\$1,907.04	\$0.00
Operating Costs	\$830.30	\$830.30
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$5,357.04</b>	<b>\$3,910.00</b>

1. SHELL RENT (FIRM TERM) CALCULATION: \$11.39 PER RSF, MULTIPLIED BY 230 (RSF), NON FIRM TERM CALCULATION: \$13.39 MULTIPLIED BY 230 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$8,220.25 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 5 YEARS.
3. OPERATING COSTS CALCULATION: \$3.61 PER RSF MULTIPLIED BY 230 (RSF).
4. BUILDING SECURITY COSTS: \$0.00 PER RSF

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Suite# 301 ( )	Firm Term 4/1/2015 - 3/31/2020	Non-Firm Term 4/1/2020 - 3/31/2025
	Annual Rent	Annual Rent
Shell Rent	\$23,884.83	\$28,078.83
Tenant Improvements	\$4,806.96	\$0.00
Operating Costs	\$7,570.17	\$7,570.17
Building Specific Amortized Capital	\$0.00	\$0.00
Parking		
<b>Total Annual Rent</b>	<b>\$36,261.96</b>	<b>\$35,649.00</b>

1. SHELL RENT (FIRM TERM) CALCULATION: \$11.39 PER RSF, MULTIPLIED BY 2.097 (RSF), NON FIRM TERM CALCULATION: \$13.39 MULTIPLIED BY 2,097 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$20,720.08 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 5 YEARS.
3. OPERATING COSTS CALCULATION: \$3.61 PER RSF MULTIPLIED BY 2,097 (RSF).
4. BUILDING SECURITY COSTS: \$0.00 PER RSF.

Total Annual Rent Rates Suites #301, #204, #205 and #206	Firm Term 4/1/2015 - 3/31/2020	Non-Firm Term 4/1/2020 - 3/31/2025
	Annual Rent	Annual Rent
Shell Rent	\$76,529.41	\$89,967.41
Tenant Improvements	\$32,195.03	\$0.00
Operating Costs	\$24,255.59	\$24,255.59
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$132,980.03</b>	<b>\$114,223.00</b>

1. SHELL RENT (FIRM TERM) CALCULATION: \$11.39 PER RSF, MULTIPLIED BY 6,719 (RSF), NON FIRM TERM CALCULATION: \$13.39 MULTIPLIED BY 6,719 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$138,775.33 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 5 YEARS.
3. OPERATING COSTS CALCULATION: \$3.61 PER RSF MULTIPLIED BY 6,719 (RSF).
4. BUILDING SECURITY COSTS: \$0.00 PER RSF.

1.04 **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

- A. DTZ AMERICAS, 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 DTZ Americas, 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 the 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:

Month 1 Rental Payment \$11,081.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.  
 Month 2 Rental Payment \$11,081.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

INITIALS:  &   
 LESSOR & GOVT

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part at any time effective after March 31, 2020 of this Lease, by Providing not less than 120-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.

\*SUBJECT TO CHANGE BASED ON ADJUSTMENTS OUTLINED UNDER THE PARAGRAPH "RENT AND OTHER CONSIDERATION"

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

INITIALS:  &   
LESSOR GOVT