GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES 921 Congress Parkway Athens, TN 37303-1705 LEASE AMENDMENT No. 2 TO LEASE NO. GS-04B-61196 PDN Number: NA

THIS AMENDMENT is made and entered into between WILLOW PARK PROPERTIES, LLC

whose address is:

1430 Ward Road, Decatur, TN 37322-1800

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 November 5, 2013 as follows:

This Lease Amendment (LA) serves as a Notice to Proceed (NTP) for scope of work requested by office and related space at 921 Congress Parkway, Athens, TN 37303-1705.

WHEREAS this Notice to Proceed is issued for the NOT TO EXCEED amount of \$82,688.00 in accordance with the tenant improvement estimates provided by Willow Park Properties, LLC (see attached Exhibit A). This amount has been determined to be fair and reasonable. The above referenced amount is being amortized into the rental rate as specified in the lease agreement. Please be advised that any work that is done that exceeds the cost specified will be the financial responsibility of the Lessor.

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes, or modifications of this lease agreement unless, approved by a GSA Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

After inspection and acceptance of the alteration by the GSA Contracting Officer Representative, the Lessor shall receive payment monthly in arrears not to exceed the above amount based on the scope of work and estimate attached.

This Lease Amendment contains (6) pages.

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Date:

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 LESSON	FOR THE	GOVERNMENT:	
Signature: Name: Title: Entity Name: Date: Signature: MANAGUER MANAGUER	Signature: Name: Title: Date:	Shaylor Hass Lease Contracting Officer GSA, Public Buildings Service, DECEMBER 6, 2013	
WITNESSED FOR THE LESSOR BY:			
Signature: Name: Title:			

Paragraph 1.01 A is deleted and replaced as follows:

A. Office and Related Space: 8,400 rentable square feet (RSF), yielding 7,275 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1 floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

Paragraph 1.03 is deleted and replaced as follows:

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Annual Rent	Rate per RSF	Rate per OASF	Monthly
12/4/13-12/3/18	\$ 168,672.00	\$20.08* Rounded	\$23.09* Rounded	\$ 14,056.00
12/4/18 - 12/3/23	\$ 168,672.00	\$20.08* Rounded	\$23.09*Rounded	\$ 14,056.00

*****For the firm term, the Government's annual rental payment of \$168,672 (\$20.08 per RSF* Rounded) includes: Annual shell rent of \$107,520 (\$12.80 per RSF and annual operating rent of \$61,152.00 (\$7.28 per RSF).

*****Total unamortized TI amount is \$82,688.00 is amortized at 8% over 60 months (\$2.40 per RSF) will be added upon Government acceptance of completed work at a later date.

Note: There is no additional charge for parking.

Note: TI payment will commence at a future date upon Government acceptance of the work completed.

- For years 6-10, the Government's annual rental payment of \$168,672 (\$20.08 per RSF* Rounded) includes: Annual shell rent of \$107,520.00 (\$12.80 per RSF), and annual operating rent of \$61,152.00 (\$7.28 per RSF).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Willow Park Properties, LLC 1430 Ward Road Decatur, TN 37322-1800

INITIALS

LESSOR

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