

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-LTN-61947
ADDRESS OF PREMISES 1290 Premier Drive Chattanooga, TN 37421-3707	PDN Number:

THIS AMENDMENT is made and entered into between **1290 Pointe Centre Partners, GP**

whose address is: 1200 Premier Drive, Suite 210
Chattanooga, TN 37421-3729

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended:

- A. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements and issues a Notice to Proceed for Tenant Improvements in the amount of \$496,680.95, per the Tenant Improvements bid.

In accordance with the lease paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements that are NOT – TO – EXCEED the total amount of \$496,680.95 shall be amortized through the rent over 60 months at 7.25%. [REDACTED] 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 the Lease, unless approved by a GSA, Contracting Officer. To enter into such agreements with [REDACTED] may result in unrecoverable costs for the Lessor.

Upon completion, inspection, and acceptance of the space by the Contracting Officer, a Lease Amendment will be drafted to consolidate any additional TI costs, to finalize rent payments, and to establish beneficial occupancy.

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

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

This Lease Amendment contains 1 page.

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:

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Property Manager
Entity Name: 1290 Pointe Centre Partners GP
Date: 10/23/13

Signature: [REDACTED]
Name: April Campbell
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: October 23, 2013

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: Office Administrator
Date: 10/23/13