GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4	
LEASE AMENDMENT	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 effective November 5, 2014, as follows:

The following paragraphs have been amended as follows:

Paragraph 1

A total of 17,855 rentable square feet (RSF) of office and related space which yields 17,447 ANSI/BOMA Office Area Square feet (ABOASF) of space located at 1290 Premier Drive in Chattanooga, TN (Hamilton County), TN 37421-3707 including one hundred and ten (110) on-site parking spaces.

Paragraph 2: TERM

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning November 5, 2014 and continuing through November 4, 2024 subject to termination and renewal rights as may be hereafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 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 LESSOR:

1290

Signature:

Name:

Title: **Entity Name:**

Date:

FOR THE

Signature: Name:

Title:

HORIL INCUIS Lease Contracting Officer 11

Date:

GSA, Public Buildings Service

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

ministreto

Continuation of GS-04B-61947 - Supplemental Lease Agreement No. 4 1290 Premier Drive, Chattanooga, TN 37421-3707 Page 2 of 3

Paragraph 4: TERMINATION NOTICE:

The Government may terminate this Lease, in whole or in parts, at any time effective after **November 4, 2019** by giving the Lessor at least **one hundred twenty (120)** days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 3: RENTAL RATES

	FIRM TERM 11/5/2014-11/4/2019 ANNUAL RENT	NON FIRM TERM 11/5/2019-11/4/202	
		ANNUAL RENT	
SHELL RENT	\$254,433.75	\$254,433.75	
TENANT IMPROVEMENTS RENT ²	\$118,722.81*	\$0.00	
OPERATING COSTS ³	\$ 94,810.05	\$ 94,810.05	
TOTAL ANNUAL RENT	\$467,966.61	\$349,243.80	

Shell rent calculation:

(Firm Term) \$14.25 (as rounded) per RSF multiplied by 17,855 RSF

(Non Firm Term) \$14.25 (as rounded) per RSF multiplied by 17,855 RSF

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in paragraph 1. The rate per ANSI/BOMA office square floor (ABOASF) is determined by dividing the total annual rental by the ABOA SF set forth in Paragraph 1.

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

1290 POINT CENTRE PARTNERS, GP 1200 PREMIER DRIVE, SUITE 210 CHATTANOOGA, TN 37421-3707

Paragraph 12: In accordance with Paragraph 4.1, Measurement of Space", SFO No. 0TN2010, the common area factor (CAF) is established as 1.0234, based on 17,855 RSF and 17,447 ABOASF.

Paragraph 13: In accordance with Paragraph 4.2, "Tax Adjustment", of SFO No. 0TN2010, the percentage of Government occupancy is established as 79.80% (based on total building area of 22,374 RSF and the Government's occupancy of approximately 17,855 RSF). The percentage of occupancy is subject to revisions based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

	agraph 2.3, "Broker Commission and Commission Credit",
Jones Lang LaSalle ("Broker") is the authorized real es	state broker representing GSA in connection with this lease
transaction. The total amount of the commission is	of the firm term lease value) and is earned upon
lease execution, payable according to the Commission	Agreement signed between the two parties. Due to the
Commission Credit described in SFO 0TN2010 Paragra	raph 2.5, only of the Commission will be payable to
Jones Lang LaSalle with the remaining	% of the total commission) which is the "Commission Credit to
be credited to the shell rental portion of the annual rent	tal payments due and owing to fully recapture this Commission
Credit. The reduction in shell rent shall commence with	h the first month of the rental payments and continue until the
credit has been fully recaptured in equal monthly instal	Ilments over the shortest period practical.
Annual Control of the	200 C

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to full recapture 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:

First Month's Rental Payment of \$38,997.22 minus the prorated Commission Credit of ____equals the adjusted First Month's Rent of ____equals the adjusted

INITIALS:

&

Lease Amendment Form 12/12

²The Tenant Improvement Allowance of \$496,680.95 is amortized at a rate of 7.25 percent per annum over 5 years

Operating Costs rent calculation: \$5.31 (as rounded) per RSF multiplied by 17,855 RSF

Continuation of GS-04B-61947 - Supplemental Lease Agreement No. 4 1290 Premier Drive, Chattanooga, TN 37421-3707 Page 3 of 3

Second Month's Rental Payment of \$38,997.22 minus the prorated Commission Credit of	_equals the
adjusted First Month's Rent of	
PAGE ENDS	

INITIALS:

B COOR

Lease Amendment Form 12/12