

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. LTN62157
ADDRESS OF PREMISES 240 GREAT CIRCLE ROAD, SUITE 316 NASHVILLE, TN 37228-1758	PDN Number:

THIS AMENDMENT, made and entered into this date by and between Self Service Mini Storage whose address is: 201 Front St. STE 200 Berea, OH 44017-1998

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

WHEREAS, the parties hereto desire to amend the above Lease by commencing payment of Tenant improvements and BSS costs, adjusting the full service rent table, establishing a termination date, and restating the tenant improvement and BSS allowances and adjusting the commission and commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, April 1, 2014, as follows:

The purpose of this Lease Amendment (LA) Two (2) is to establish beneficial occupancy.

Paragraph 1 of the lease is hereby restated:

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

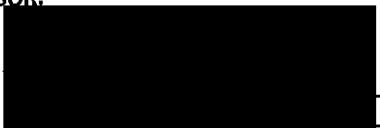

A total of 4,475 rentable square feet (RSF) of office and related space, which yields 4,341 ANSI/BOMA Office Area square feet (ABOASF) of space on the first floor, Suite 316 of the building located at Trademark Business Center, 240 Great Circle Road,

This Lease Amendment contains 3 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: CEO
Entity Name: SELF SERVICE MINI STORAGE
Date: 4/25/2014

FOR THE GOV

Signature: 
Name: WYNNE S. KROGER
Title: Lease Contracting Officer
GSA, Public Buildings Service, 4PR
Date: 4/25/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: LOUISE M. MARK
Title: _____
Date: 4/25/14

Nashville, TN 37228-1758 to be used for such purposes as determined by the General Services Administration. The leased space will be comprised of 2,547 RSF/2,471 ABOASF of office space and 1,928 RSF/1,870 ABOASF of warehouse space. Included in the rent at no additional cost to the Government are six (6) surface parking spaces for the exclusive use of Government employees and patrons. Two (2) of the six parking spaces are reserved spaces for Government vehicles.

Paragraph 2 is hereby deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term 5 years, 3 years firm beginning on April 1, 2014 through March 31, 2019 subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ²	\$ 23,287.52	\$ 23,959.12	\$ 24,630.37	\$ 25,385.25	\$ 26,146.00
TENANT IMPROVEMENTS RENT ³	\$ 16,864.92	\$ 16,864.92	\$ 16,864.92	\$ 0	\$ 0
OPERATING COSTS ³	\$ 13,234.10	\$ 13,234.10	\$ 13,234.10	\$ 13,234.10	\$ 13,234.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
PARKING ⁵	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$53,386.54	\$54,058.14	\$54,729.39	\$38,619.35	\$39,380.10

²Shell rent calculation:

(Year 1) \$5.203915 per RSF multiplied by 4,475 RSF
 (Year 2) \$5.353993 per RSF multiplied by 4,475 RSF
 (Year 3) \$5.503993 per RSF multiplied by 4,475 RSF
 (Year 4) \$5.672682 per RSF multiplied by 4,475 RSF
 (Year 5) \$5.842682 per RSF multiplied by 4,475 RSF

³The Tenant Improvement Allowance of \$49,822.93 is amortized at a rate of 1 percent per annum over 3 years.

⁴Operating Costs rent calculation: \$2.957340 per RSF multiplied by 4,475 RSF.

⁵Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁶Parking costs are for 6 surface parking spaces and 2 reserved parking spaces reflecting a rate of \$0 per surface space and \$0 per reserved space per month.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Self Service Mini Storage c/o The Matthews Company
 PO BOX 22149
 Nashville, TN 37202-2149

Paragraph 4 is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part at any time after April 1, 2017 by giving at least sixty (60) days' notice in writing to the Lessor and 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 7 is hereby restated:

7. Rent includes a Tenant Improvement Allowance of \$49,822.93 to be amortized through the rent over the firm term of the Lease (36 months) at the rate of 1% (\$3.77/RSF and \$3.89/ABOASF). In accordance with SFO paragraph 3.3. *Tenant*

INITIALS:  LESSOR &  GOVT

Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. In accordance with SFO paragraph 2.3 the lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. 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 CBRE, 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 this 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 period practicable.

Notwithstanding Paragraph 3 or the Lease, the shell rental payments due and owing under this lease shall be reduced to fully 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 \$4,448.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$4,448.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

INITIALS:


LESSOR

&


GOV'T