

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-62275	DATE 12/3/17	PAGE 1 of 2
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ADDRESS OF PREMISES **800 S. Gay Street, Knoxville, TN 37929-9729**

THIS AGREEMENT, made and entered into this date by and between Tennessee Holdings, LLC

whose address is 390 BERRY STREET, SUITE 200
BROOKLYN, NY 11249-6085

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

WHEREAS, the parties hereto desire to amend the above Lease to remove the requirement for swing space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **September 10, 2012**, as follows:

Upon execution of this Supplemental Lease Agreement (SLA) by the Contracting Officer, this serves as a Notice to Proceed (NTP) for the construction of tenant improvements for the [REDACTED] located at 800 S. Gay Street, Knoxville, TN 37929-9729. As a result, paragraphs 1.03 and 1.04 are deleted and replaced as outlined below.

WHEREAS this Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$28,979.47, in accordance with the estimate dated 09/17/12 and the change order dated 10/30/2012. After inspection by the Contracting Officer or their designee, the Lessor shall receive a lump sum payment in the amount below. A final invoice will be required, prior to payment.

Amortized in Rent	\$28,979.47
Paid via Lump Sum	\$0.00
Total	\$28,979.47

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.

The Lessor waives all restoration rights.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Tennessee Holdings, LLC	
SIGNATURE [REDACTED]	NAME OF SIGNER Joseph Brunner
ADDRESS [REDACTED]	Suite 1210, Knoxville, TN 37929
IN PRESENCE OF	
SIGNATURE [REDACTED]	NAME OF SIGNER Annette Mehal
ADDRESS [REDACTED]	800 S. Gay St, Suite 1210, Knoxville, TN 37929
UNITED STATES OF AMERICA	
SIGNATURE [REDACTED]	NAME OF SIGNER Marcus Skinner
	OFFICIAL TITLE OF SIGNER Contracting Officer

Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION—succeeding (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates from May 1, 2012 through April 30, 2022:

Lease Year	RSF	Annual Shell	Annual Operating Rent	Annual TI*	Shell Rent PRSF	Operating Rent PRSF	TI PRSF	Total A/R	\$ PRSF	Monthly Rate
1	6,570	\$82,584.60	\$42,622.81	\$7,218.79	\$12.57	\$6.49	\$1.10	\$132,426.20	\$20.16	\$11,035.52
2	6,570	\$82,584.60	\$43,475.27	\$7,218.79	\$12.57	\$6.62	\$1.10	\$133,278.66	\$20.29	\$11,106.55
3	6,570	\$82,584.60	\$44,344.77	\$7,218.79	\$12.57	\$6.75	\$1.10	\$134,148.17	\$20.42	\$11,179.01
4	6,570	\$82,584.60	\$45,231.67	\$7,218.79	\$12.57	\$6.88	\$1.10	\$135,035.06	\$20.55	\$11,252.92
5	6,570	\$82,584.60	\$46,136.30	\$7,218.79	\$12.57	\$7.02	\$1.10	\$135,939.69	\$20.69	\$11,328.31
6	6,570	\$84,236.29	\$47,059.03	\$0.00	\$12.82	\$7.16	\$0.00	\$131,295.32	\$19.98	\$10,941.28
7	6,570	\$85,921.02	\$48,000.21	\$0.00	\$13.08	\$7.31	\$0.00	\$133,921.22	\$20.38	\$11,160.10
8	6,570	\$87,639.44	\$48,960.21	\$0.00	\$13.34	\$7.45	\$0.00	\$136,599.65	\$20.79	\$11,383.30
9	6,570	\$89,392.23	\$49,939.42	\$0.00	\$13.61	\$7.60	\$0.00	\$139,331.64	\$21.21	\$11,610.97
10	6,570	\$91,180.07	\$50,938.20	\$0.00	\$13.88	\$7.75	\$0.00	\$142,118.27	\$21.63	\$11,843.19

*The Tenant Improvement cost of \$28,979.47 is amortized at a rate of 9 percent per annum for 5 years.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface) which costs have been included in the shell rent."

Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

Studley, 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 Studley, 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 the "Rent and Other Considerations" paragraph of this 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:

Month 1 Rental Payment \$11,035.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$11,035.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

MS [Signature]