

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62651
LEASE AMENDMENT	
ADDRESS OF PREMISES: 820 Park Avenue Murfreesboro, Tennessee 37129-4906	PDN Number: N/A

THIS AMENDMENT is made and entered into between Swanson Developments, LP

whose address is: 1188 Park Avenue  
Murfreesboro, Tennessee 37129-4912

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 December 17, 2014 as follows:

The purpose of this Lease Amendment is to amend the Lease Contract to include verbiage for a Design Intent Drawing (DID) Conference / Design Intent Drawing (DID) Workshop per the request of the [redacted] agency.

Paragraph 1.07 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

The following documents are as attached to and made part of the Lease:

This Lease Amendment contains three (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 GOVERNMENT:

Signature: [redacted]  
Name: [redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 03/04/2015

Date: 3-3-2015

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]  
Name: [redacted]  
Title: Keening Sales Manager  
Date: 3-3-2015

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SIMPLIFIED LEASE PROPOSAL (GSA FORM 1364A)	2	A
AGENCY SPECIFIC REQUIREMENTS	8	B
SECURITY REQUIREMENTS	6	C
REPRESENTATIONS AND CERTIFICATIONS (GSA FORM 3518A)	7	D
AGENCY IT REQUIREMENTS	1	E
FLOOR PLAN DELINEATING THE PREMISES	1	F
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT	1	G
SEISMIC EVALUATION AND MITIGATION PLAN - DATED JULY 3, 2013	21	H
AMENDMENTS TO RLP NO. 1TN2135	4	I

Paragraph 4.01 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

**4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (JUN 2012)**

A. DID Workshop: In conjunction with the Government, the Lessor shall commit, as part of shell costs, to a Design Intent Drawing (DID) workshop on December 17, 2014 at the office of the Lessor's architect or an alternate location agreed to by the Government.

Design Intent Drawings, for the purposes of this Lease, are defined as fully dimensioned drawings of the leased Space which reflect all Lease and tenant agency interior build out requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Lessor shall provide the DIDs to the Government within 15 Working Days from the conclusion of the DID conference. The Government will provide formal approval of DIDs in writing 15 Working Days from the receipt of the DIDs.

A. The Lessor's preparation and submission of construction documents (CDs): The Lessor, as part of the TI, must complete CDs conforming to the approved DIDs not later than 10 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

C. Government review of CDs: The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

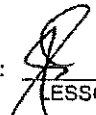

D. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 10 Working Days following the end of the Government CD review period.

F. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue a NTP within 15 Working Days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the sub-paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 60 Working Days following issuance of the NTP.

**I. TENANT IMPROVEMENTS PRICE PROPOSAL**

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" sub-paragraph in this section) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already

INITIALS:  LESSOR &  GOVT

priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

**J. TENANT IMPROVEMENTS PRICING REQUIREMENTS**

1. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal, as determined by the LCO.

2. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

3. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

4. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Masterformat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

5. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

6. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

**Exhibit B - Agency Specific Requirements**

Exhibit B - Agency Specific Requirements is hereby deleted in its entirety and replaced with Exhibit B - Agency Specific Requirements attached to Lease Amendment Number One (1).

**Exhibit C - Security Requirements**

Exhibit C - Security Requirements is hereby deleted in its entirety and replaced with Exhibit C - Security Requirements attached to Lease Amendment Number One (1).

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&                       
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