

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO. 2

DATE

10/4/11

TO LEASE NO. GS-04B- 61089

ADDRESS OF PREMISES 1410 Kensington Square Court, Suite 101  
Murfreesboro, TN 37130 - 6902

THIS AGREEMENT, made and entered into this date by and between FRANK CHALFONT

whose address is [REDACTED]

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 as of the date above, as follows:

-This serves as a Notice To Proceed (NTP) for change to the construction of tenant improvements for the [REDACTED] agency's space located in the Kensington Square Court, Suite 101 in Murfreesboro, TN. The Notice To Proceed (NTP) is issued and shall NOT EXCEED the additional amount of [REDACTED] for the painting of additional rooms not included in the original notice to proceed. The Lessor hereby acknowledges that the Notice To Proceed (NTP) issued under this Supplemental Lease Agreement does not authorize the expenditure of funds beyond the amount above. Any additional expenditures made but not first authorized by a General Services Administration Contracting Officer in writing will be made at the Lessor's risk.

-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 General Services Administration Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

This Supplemental Lease amends costs associated with site construction alterations. The following reflect final costs for this project:

TOTAL (Divisions 1-16) Construction Costs	[REDACTED] (Painting and Carpeting)
Change Order 1 - 3 add'l rooms to be painted	[REDACTED] (Painting)
Total Tenant Allowance in Lease	\$132,732.94
TOTAL Construction Costs Remaining	[REDACTED] (Adjusted as rent credit in Para. 3)

The Lessor hereby waives restoration.

Paragraph 2 is amended to reflect the term of the lease as 10/01/11 - 9/30/21.

Paragraph 3 of the lease (years 1-5) is amended to reflect the reduction in the T/I of \$106,851.94 or \$5.81 PRSF.

Term	Annual Rent	Rate per RSF	Rate per OASF	Monthly
10/1/11 -9/30/16	\$ 95,266.00	\$21.80	\$25.07	\$ 7,938.83
10/1/16-9/30/21	\$ 95,703.00	\$21.90	\$25.19	\$ 7,975.25

-For the firm term (yrs 1 - 5), the Government's annual rental payment of \$95,266.00 (\$21.80 per RSF) includes annual shell rent of \$67,490.85 (\$15.45 per RSF) annual TI amortization of \$7,265.15 (\$1.66 per RSF) and annual operating rent of \$20,510.00 (\$4.69 per RSF) Note: There is no additional charge for parking.

-For years 6-10, the Government's annual rental payment is \$95,703.00 (\$21.90 per RSF) included annual shell rent of \$75,193.00 (\$17.21 per RSF) and \$20,510.00 (\$4.89 per RSF) for the annual operating cost.

-Paragraph 16 is amended to reflect the [REDACTED] broker's fee as [REDACTED] with [REDACTED] distributed to MGW Realtors in the amount of [REDACTED] and [REDACTED] totaling [REDACTED] to the Govt. The rent for the first two months of the lease will be reduced to [REDACTED] to obtain fees due to the Government.

Paragraph 4 is amended to reflect termination rights as 10/1/16.

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 above date.

LESSOR: FRANK CHALFONT

BY

(Signature)

Chief Manager  
(Title)

IN THE PRESENCE OF

(Signature)

UNITED STATES OF AMERICA

MARCUS SKINNER

Contracting Officer

BY

(Signature)

General Services Administration  
(Official Title)