

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. **05** TO LEASE NO. **GS-04B-50030** DATE **SEP 10, 2012** PAGE **1 of 10**

ADDRESS OF PREMISES **127 International Dr., Franklin, TN 37067**

**THIS AGREEMENT**, made and entered into this date by and between **Market Exchange LLC**

whose address is: **80 Curtwright Drive, Suite 5  
Williamsville, NY 14221**

**DUPLICATE ORIGINAL**

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

**WHEREAS**, the parties hereto desire to amend the above Lease contract to provide for alterations to the leased space per change orders for Access and Security requested by the Agency and to modify

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

The Government hereby accepts the Lessor's proposal to provide, install the following improvements in accordance with the Lessor's proposals to include all necessary labor and materials attached and hereby incorporated into the lease as Exhibit A "Access and Security Change Order" (2 pages) and Exhibit B "Change Order #3" (6 pages).

Access and Security Change Order	[REDACTED]
Change Order 3	[REDACTED]
<b>Total Cost</b>	<b>\$152,467.00</b>

Paragraph 8 of the lease is hereby deleted in its entirety and replaced as follows:

- "8. The following are attached and made a part hereof:
  - a. Solicitation for Offers 8TN2081.
  - b. Amendment No. 1 to the SFO 8TN2081.
  - c. Special Requirements – Program of Requirements, [REDACTED] Space Alteration or Acquisition Project Requirements for the [REDACTED] Nashville Call Center POD.
  - d. GSA Form 3517B entitled General Clauses (Rev. 06/08).
  - e. GSA Form 3518 entitled Representation and Certifications (Rev. 1/07).
  - f. Floor Plan, GSA SFO 8TN2081.
  - g. TI Bid "Exhibit A" to SLA 2
  - h. Change Order #1 "Exhibit A" to SLA 4
  - i. Access and Security Change Order "Exhibit A" to SLA 5
  - j. Change Order #3 "Exhibit B" to SLA 5

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

LESSOR **Market Exchange LLC**

[REDACTED]	NAME OF SIGNER <b>Michael Hestress</b>
ADDRESS <b>80 Curtwright Dr. Suite 5, Williamsville NY 14221</b>	

IN PRESENCE OF

[REDACTED]	NAME OF SIGNER <b>Cindy Daumen</b>
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OF AMERICA

[REDACTED]	NAME OF SIGNER <b>Ryan Y. Johnson</b>
[REDACTED]	OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>

**SUPPLEMENTAL LEASE AGREEMENT NO. 05**

**LEASE NO. GS-04B-50030**

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This Supplemental Lease Agreement (SLA No. 05) has been prepared to issue acceptance and notice to proceed of the Lessor's change order proposal 1 and 3, described in the attached scope of work, totaling an amount of **\$152,467.00**. The cost has been determined to be fair and reasonable.

The Government shall reimburse the Lessor in a lump sum payment in the amount of **\$152,467.00**, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

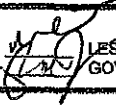
A copy of the invoice must be provided to the Contracting Officer at the following address:

**Ryan Johnson | Contracting Officer**  
U. S. General Services Administration | Real Estate Acquisition Division  
77 Forsyth St, SW, Suite 500 | Atlanta, GA 30303 - 3458

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.
5. GSA PDN # PS0024447

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:  LESSOR  
GOVT

GSA FORM 276 (REV. 8/2008) BACK