

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 6/30/11
	TO LEASE NO. GS-04B-61004	PAGE 1 of 2

ADDRESS OF PREMISES 501 Brick Church Park Drive
Nashville TN 37207-3219

THIS AGREEMENT, made and entered into this date by and between **PROCACCI NASHVILLE, LLC**
whose address is 925 South Federal Highway, Suite 400
Boca Raton, FL 33432-6145

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 23, 2011, as follows:

This Supplemental Lease Agreement serves as the Lessor's *Notice to Proceed (NTP)*, upon execution by both parties, for the construction of Tenant Improvements in the space leased by the Government at the above listed address in Nashville, Tennessee. The total bid amount of, ~~\$1,011,271.70~~, of which the Lessor is authorized to expend ~~\$1,611,231.70~~ ONLY until further notice, for said Tenant Improvements, which shall be completed in accordance with the specifications set forth in the following documents: \$1,611,231.00
\$1,611,231.00

1. Construction Drawings dated 03-04-11, with authorized revisions
2. US Government Lease GS-04B-61004, including Supplemental Lease Agreement 1.
3. US Government Solicitation for Offer, 8TN2113, including any Amendment(s)
4. TI Bid Proposal submitted by **PROCACCI DEVELOPMENT CORPORATION**, dated 5/13 /11, and amended on 6/2/11 and further amended 6/22/11.

The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements in the amount of ~~\$1,611,271.70~~, of which **\$763,231.00** will be amortized over 120 months at 6.0% interest payable monthly in arrears as a component of total rent and the remaining ~~\$848,040.70~~ will be paid in a lump-sum payment after completion of the work and acceptance by the Government. **\$848,000.00**
\$1,611,231.00

In accordance with the SF-2, the Lessor shall complete all work within 160 working days of receiving the Notice To Proceed from the Government.



6/29/2011

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: **PROCACCI NASHVILLE, LLC**

BY _____ Managing Member

(Title)

IN F _____

Elizabeth Roberts (Signature) 925 South Federal Highway, Suite 400, Boca Raton, FL 33432

(Address)

UNITED STATES OF AMERICA
E _____

Felicia R. Walker
CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)

(CIP)

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 Nashville TN 37207-3219

All systems installed, prior to or included in the Tenant build-out shall be maintained, as stated in SFO 8TN2113.

This NTP is 'Fixed and Firm' for all items noted in the above items/documents, including any low-voltage wiring, window-film, etc...

Title to items for Tenant improvements shall vest in the Government. These items can be removed by the Government at any time. Unless the Government has removed the item(s) from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following **PS# PS0020717**. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

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.

Lessor shall provide proper invoice, referencing this **PS# PS0020717**, per instructions stated below:

An invoice for payment must be submitted as follows:

COPY

General Services Administration
 Property Acquisition & Realty Services (4PEA)
 77 Forsyth Street, Room 500
 Atlanta, GA 30303

ORIGINAL

General Services Administration
 Greater Southwest Finance Center (7BCP)
 P. O. Box 17181
 Fort Worth, TX 76102

-OR-

Submit invoices electronically through the Finance Web-site at www.finance.gsa.gov. When submitting the initial invoice, you will need to register for a "Password." This web-site will also allow vendors to research the payment on-line.

A proper invoice must include:

- Name of your Business Concern, Invoice Date, and original signature.
- Lease Contract No., Supplemental Agreement No., and building location
- Description, Price, and quantity of property and services actually delivered
- You must note the "Payment Document (PS) Number" on your invoice prior to sending the original copy of the invoice to GSA-Fort Worth, TX, or submitting the invoice electronically.**
- Tax ID No. of the approved Payee under the Lease that will receive the payment

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.


 GSA Form 776 (Jul 67)
 Lessor  Govt.

(C/K)