# GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT No. 2 PUBLIC BUILDINGS SERVICE TO LEASE NO SUPPLEMENTAL LEASE AGREEMENT GS-04B-50022 1 of 10 ADDRESS OF PREMISES 2644 Knob Creek Road Johnson City, TN 37603 THIS AGREEMENT, made and entered into this date by and between Hoover Property Johnson City, LLC whose address is 13775 N. Nebraska Avenue Tampa, FL 33613-3320 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 21, 2012, 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 and around the space leased by the Government at the above listed address in Johnson City. Tennessee: at a cost not to exceed (see attached Exhibit "A") at a cost not to exceed (see attached Exhibit "B"). Improvements shall be completed no later than July 9, 2012 and in accordance with the specifications set forth in Exhibits A and B. The revised cost of the project is as follows: Base Cost of Tenant Improvements: \$1,025,358.13 Change Order #1 (Exhibit "A") \$ \$ Change Order #2 (Exhibit "B") New Total for Tenant Improvements: \$1,062,462.06 Tenant Improvement Amortized in Rent: \$ 355,976.35 Lump Sum Payment to Lessor: \$ 706,485.71 Total of these two specified tenant improvements is \$37,103.93 (\$23,461.45 + \$13,642.48). The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements in the final amount of \$1,025,358.13, of which \$355,976.35 will be amortized over 120 months at 7.0% interest payable monthly in arrears as a component of total rent and the remaining \$706,485.71 will be paid in a lump-sum payment after completion of the work and acceptance by the Government. All systems installed, prior to or included in the Tenant build-out shall be maintained, as stated in SFO 7TN2106. This NTP is 'Fixed and Firm' for all items noted in the above items/documents. All other terms and conditions of the Lease shall remain in force and effect. IN WITH scribed their names as of the above date. LESSOR ISON CITY, LLC IN DRES UNITED STATES OF AMERICA Randell G. Mills CONTRACTING OFFICER BY GENERAL SERVICES ADMINISTRATION (Official Title)

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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 #: PS0022706. 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 #: PS0022706. 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

### <u>ORIGINAL</u>

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 276 (Jul. 67) Lessor Govt.