

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 02	TO LEASE NO. GS-04B-50030	DATE MAR 19, 2012	PAGE 1 of 3
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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

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 March 5, 2012, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to serve as the Lessor's Notice to Proceed for the construction of Tenant Improvements and amend paragraph 8 and 10 of the Lease by deleting the existing text of such paragraphs and substituting, in lieu thereof, the following paragraph.

- "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

"10. The rental rate in Paragraph 3 for years 1 through 10 includes all Tenant Improvements. Tenant Improvement allowance (TI) provided in the lease is \$41.1312 per ABOASF, or a total of \$5,092,248.22 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$678,412.80 at a rate of \$5.48 per ABOASF (\$5.01 per RSF). The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the TI cost exceeds \$41.1312 per ABOASF (for up to 123,805 ABOASF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$41.1312 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the TI. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for the electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out."

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

LESSOR

[REDACTED]	NAME OF SIGNER Michael Huntress
ADDRESS 80 Curtwright Dr., Suite 5, Williamsville NY 14221	

IN PRESENCE OF

[REDACTED]	NAME OF SIGNER Nigel P. Halber
80 Curtwright, Suite 5, Williamsville NY 14221	

UNITED STATES OF AMERICA

[REDACTED]	NAME OF SIGNER Ryan Y. Johnson
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Tenant Improvements (TI) shall be completed in accordance with the specifications set forth in the lease.

The following reflects costs of the project:

Cost of Tenant Improvements not to exceed:	\$7,461,384.00
Tenant Improvement Amortized in Rent:	\$5,092,248.22
Lump Sum Payment to Lessor	\$2,369,135.78

Lessor shall submit an invoice to GSA for \$2,369,135.78 for the above described tenant improvement costs. The IGE has been received and the cost has been determined to be fair and reasonable. The Contracting Officer is to be copied on invoices. Lessor shall submit invoice electronically on the Finance Website at www.finance.gsa.gov. If unable to process the invoice electronically, Lessor may mail the invoices to the following address:

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
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:

General Services Administration
Attn: Ryan Y Johnson
77 Forsyth St, SW, Suite 500
Atlanta, GA 30303-3458

A proper invoice must include the following:

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 # PS0022992

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.

****LAST ITEM****

INITIALS:  LESSOR
GOVT