

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5	DATE 2/13/12
	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 January 11, 2012, as follows:

1.) Paragraph 1 of the Lease is hereby deleted in its entirety and replaced to read as follows:

1. The Lessor hereby leases to the government the following described premises: A total of 23,350 rentable square feet (RSF) of office and related space, which yields 20,380 ANSI/BOMA Office Area square feet (USF) on the First and Second floor of the building located at 501 Brick Church Park Drive, Nashville TN 37207-3219 (the Premises), together with forty five (45) onsite parking spaces at no additional cost to the Government which are secured, and used for such purposes as determined by the General Services Administration.

2.) Paragraph 2 of the Lease is hereby deleted in its entirety and replaced to read as follows:

2. To have and to hold the said premises with their appurtenances for fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall be January 11, 2012 and shall expire on January 10, 2027.

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 PR _____
 _____ 925 South Federal Highway, Suite 400
 _____ Boca Raton, FL 33432
 _____ (Signature) _____ (Address)

U _____ Felicia R. Walker
 B _____ CONTRACTING OFFICER
 _____ GENERAL SERVICES ADMINISTRATION
 _____ (Official Title)

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3.) Paragraph 3 of the Lease is hereby deleted in its entirety and replaced to read as follows:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Year	Annual Shell	Annual Operating	Annual Tenant Improvement Allowance	Total Annual Rent	PRSF
Jan. 11, 2012 – Jan. 10, 2022	\$ 729,604.00	\$96,805.00*	\$101,681.15	\$928,090.15	\$39.75**
Jan. 11, 2022 – Jan. 10, 2027	\$831,285.15	\$96,805.00*	\$0.00	\$928,090.15	\$39.75**

*Operating rent subject to CPI escalation per the SFO.
**PRSF rate is rounded, actual PRSF rate is \$39.746901

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PROCACCI NASHVILLE, LLC
925 South Federal Highway, Suite 400
Boca Raton, FL 33432-6145


4.) Paragraph 4 of the Lease is hereby deleted in its entirety and replaced to read as follows:

4. The government may terminate this lease, in whole or in part, any time on or after January 10, 2022 by giving the Lessor at least one-hundred twenty (120) days' notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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.

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Lessor


Govt.