

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL  
AGREEMENT  
No. 2

DATE

3/28/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
GS-04B-59119

PAGE  
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ADDRESS OF PREMISES 4537 Fort Campbell Boulevard  
Hopkinsville, KY 42240-9624

THIS AGREEMENT made and entered into this date by and between **Calhoun Properties, LLC.**

whose address is: 4537 Fort Campbell Boulevard  
Hopkinsville, KY 42240-9624

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 said Lease is amended, effective March 18, 2011, as follows:

1. This Supplemental Lease Agreement establishes a) Beneficial Occupancy and b) an additional lump sum payment amount for all approved change order items completed during build-out.
2. **Paragraph 2 (Term)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 18, 2011 through March 17, 2026, subject to termination and renewal rights as may be hereinafter set forth. Space will be accepted upon Lessor's provision of substantial completion of space, a certificate of occupancy, and acceptance by the Government."

3. **Paragraph 3 (Rental)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

	Term	Annual Rent	Rate per RSF	Rate per OASF	Month Rent
Firm	03/18/11 - 03/17/21	\$ 54,934.92	\$ 21.01	\$ 23.15	\$ 4,577.91
Remaining	03/18/21 - 03/17/26	\$ 44,079.02	\$ 16.86	\$ 18.58	\$ 3,673.25

(continued on page 2)

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: Calhoun Properties, LLC.

BY Carl L. Calhoun  
(Signature)

mg member  
(Title)

IN PRESENCE OF

Denise B. Smith  
(Signature)

[Redacted]  
(Address)

UNITED STATES OF AMERICA

BY Felicia R. Walker  
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

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For the Firm Term:				
	Annual Rent	Shell	Operating Cost	TI
Total	\$ 54,934.92	\$ 37,263.75	\$ 4,968.50	\$ 12,702.67
pRSF	21.01	14.25	1.90	4.86

For the Remaining Term:				
	Annual Rent	Shell	Operating Cost	TI
Total	\$ 44,079.02	\$ 39,110.52	\$ 4,968.50	\$ -
pRSF	16.86	14.96	1.90	-

There is no additional charge for parking during the lease period.

4. **Paragraph 4 (Termination Rights)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Government may terminate this lease, in whole or in part, at any time after 03/17/21, by giving the Lessor at minimum thirty (30) 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 day of mailing."

5. The Lessor is authorized to expend the total bid amount of, \$201,059.45, which is inclusive of the initial authorized amount stated in SLA 1, plus an additional \$603.00 for approved change orders stated in Appendix A - SLA 2. The total project amount the Lessor is authorized to expend equates to \$201,662.45 ONLY.
6. The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements in the amount of \$201,662.45, of which \$95,421.96 will be amortized over 120 months at 6.0% annual interest, payable monthly in arrears as a component of total rent. The remaining \$106,240.49 will be paid in a lump-sum payment after completion of the work and acceptance by the Government.
7. All invoices shall be sent to the U.S. General Services Administration at the addresses below with the following PS# 0018314. 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 at any time. 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 without any further action of the parties.

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GSA Form 276 (Jul. 67)

ELC  
Lessor

ARW  
Govt.

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>	<b>SUPPLEMENTAL</b> <b>AGREEMENT</b> No. 2	DATE <div style="font-size: 1.5em;">3/28/11</div>
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8. Lessor shall provide proper invoice, referencing this **PS# 0018314**, per instructions stated below:

**An invoice for payment must be submitted as follows:**

<u><b>COPY</b></u> General Services Administration Property Acquisition & Realty Services (4PEA) 77 Forsyth Street, Room 500 Atlanta, GA 30303	<u><b>ORIGINAL</b></u> General Services Administration Greater Southwest Finance Center (7BCP) P. O. Box 17478 Fort Worth, TX 76102-0478
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-OR-

Submit invoices electronically through the Finance Web-site at [www.finance.gsa.gov](http://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:**

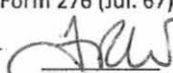
- Name of your Business Concern, Invoice Date, and original signature.
- Lease Contract No., Supplemental Agreement No., and building location
- Description, Price, and quantity of property and services actually delivered
- You must note the "Payment Document (PS) Number" on your invoice prior to sending 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.**

9. 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.

GSA Form 276 (Jul. 67)

  
 Lessor

  
 Govt.