

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61126	DATE 06/12/12	PAGE 1 of 3
ADDRESS OF PREMISES 2000 N. Elm Street, Henderson, KY 42420			

THIS AGREEMENT, made and entered into this date by and between **Dr. Thomas B. Logan**

whose address is [REDACTED]

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

WHEREAS, the parties hereto desire to amend the above Lease contract.

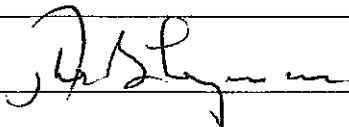


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 1, 2012, as follows:

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

1. The Lessor hereby leases to the Government the following described premises

A total of 6,125 rentable square feet (RSF) of contiguous office and related space, which yields 5,592 ANSI/BOMA Office Area square feet (ABOSF) of space located at 2000 N. Elm Street in Henderson, KY 42420 including forty-six (46) surface parking spaces.

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LESSOR	
SIGNATURE 	NAME OF SIGNER Thos B Logan
ADDRESS	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Stacy Moudy
ADDRESS	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

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

3. RENTAL RATES:

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

<u>Term</u>	<u>Annual Rent</u>	<u>Rate per RSF¹</u>	<u>Rate per ABOASF²</u>	<u>Monthly Rate</u>
1/1/12-12/31/16	\$160,368.71	\$26.18	\$28.68	\$13,364.06
1/1/17-12/31/21	\$110,826.41	\$18.10	\$19.82	\$9,236.03

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

3. Paragraph 9 of the Lease is hereby deleted in its entirety and replaced as follows:

9. The rental rate in Paragraph 3 for the period of Year 1 through Year 5 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 0KY2025, the Tenant Improvement allowance (T/I) provided in the lease is \$37.39 per ABOASF, or a total of \$209,096.06 amortized at an interest rate of 6.88% over five (5) years yielding an annual cost of \$49,542.30 at a rate of \$8.86 per ABOASF (\$8.09 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the T/I cost exceeds \$37.39 per ABOASF (for up to 5,592 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 \$37.39 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. 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 electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out. **Lessor agrees that should the Government vacate the premises after the fifth year, the Government is not responsible for any unamortized unpaid T/I.**

4. Paragraph 10 of the Lease is hereby deleted in its entirety and replaced as follows:

10. In accordance with Paragraph 1.12 (Building Shell Requirements) of the SFO No. 0KY2025, the annual shell rent for Year 1 through Year 10 is established as \$74,933.91 yielding \$12.23 per RSF (\$13.40 per ABOASF) which is inclusive of the rental rate in Paragraph 3.

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1. Paragraph 18 of the Lease is hereby deleted in its entirety and replaced as follows:

18. In accordance with SFO 0KY2025 Paragraph 2.3 Broker Commission and Commission Credit, Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between two parties. Due to the Commission Credit described in SFO 0KY2025 Paragraph 2.3, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$13,364.06 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$13,364.06 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

All other terms and conditions remain in full force and effect

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