

LEASE AMENDMENT

LEASE AMENDMENT NO. 3	TO LEASE NO. GS-04B-61186	DATE 4-5-13	PAGE 1 of 2
--------------------------	------------------------------	----------------	----------------

ADDRESS OF PREMISES 1650 Marie Drive, Hopkinsville, KY 42240-4940

THIS AGREEMENT, made and entered into this date by and between Givens Group, LLC

whose address is 2713 Ft. Campbell Blvd, Hopkinsville, KY 42240-4940

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

WHEREAS, the parties hereto desire to amend the above Lease to revise the tenant improvement allowance (\$41,514.00) as currently stipulated in Section 1.03 of the Lease.**WHEREAS**, upon execution of this Supplemental Lease Agreement (SLA) by the Contracting Officer, this SLA also serves as a Notice to Proceed (NTP) for the commencement of tenant improvements for the [REDACTED] as outlined herein.**WHEREAS**, this Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$66,333.64, in accordance with the Lessor's estimate dated February 15, 2013 as summarized in Exhibit A attached hereto. After completion of the tenant improvements and inspection by the Contracting Officer or their designee, a SLA will be used to document acceptable of the Lessor's improvements.**WHEREAS**, [REDACTED] does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this Lease unless, approved by a GSA, Contracting Officer. To enter into such agreements with [REDACTED] may result in unrecoverable costs for the Lessor.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective June 18, 2012, as follows:

1. Paragraph 1.03 RENT AND OTHER CONSIDERATION of the Lease is hereby deleted in its entirety and replaced with:

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	June 18, 2012 – June 17, 2017		June 18, 2017 – June 17, 2022	
	Annual Rent	Annual Rate/RSF ³	Annual Rent	Annual Rate/RSF ³
Shell Rent	\$121,903.70	\$13.01	\$131,180.00	\$14.00
Tenant Improvements rent ¹	\$ 15,021.57	\$ 1.60	N/A	N/A
Operating Costs	\$ 49,754.70	\$ 5.31	\$49,754.70	\$5.31
Building Specific Security ²	N/A	N/A	N/A	N/A
Total Annual Rent	\$186,679.97	\$19.92	\$180,934.70	\$19.31

¹The Tenant Improvements of \$66,333.64 are amortized at a rate of 5 percent per annum over 5 years.²Building Specific Security Costs are amortized at a rate of N/A percent per annum over N/A years.³Rates may be rounded.**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.**LESSOR Givens Group, LLC**

SIGNATURE 	NAME OF SIGNER J. Calvin Givens II
ADDRESS 2713 Ft. Campbell Blvd, Hopkinsville, KY 42240-4940	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Jeff Miles
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Shontise Mangham
	OFFICIAL TITLE OF SIGNER Contracting Officer

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- E. Intentionally Deleted
2. Paragraph 1.04 of the Lease and Lease Amendment No. 2 are hereby deleted and replaced with:

BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

- A. Studley, Inc. subcontracted to T. Dallas Smith & Company ("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 the two parties. Only [REDACTED] of the Commission, will be payable to T. Dallas Smith & Company 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 time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$15,556.66 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$15,556.66 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$15,556.66 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK