

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 5

LEASE AMENDMENT

TO LEASE NO. GS-04B-59148

ADDRESS OF PREMISES:  
101 Tech Drive,  
Middlesboro, KY 40965-0000

PDN Number:

THIS AMENDMENT is made and entered into between **Hoover Companies #3, LLC**

whose address is: 13775 N. Nebraska Avenue, Tampa, FL 33613-3320

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

**Paragraph 1 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 19,184 Rentable Square Feet (RSF) of office and related space, consisting of 17,520 ANSI/BOMA Office Area Square Feet (ABOASF) constructed at 101 Tech Drive, Middlesboro, Kentucky 40965-0000.

The space shall be provided in the same building, but in two separate blocks. Block A [redacted] consists of 7,296 RSF of space to yield 6,663 ABOASF of contiguous office space and Block B [redacted] consists of 11,888 RSF of space to yield 10,857 ABOASF of contiguous office space. Each block shall have separate main entrances and separate rear access doors.

**Paragraph 2 is hereby deleted in its entirety and replaced as follows:**

2.) TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on August 7, 2014 through August 6, 2029, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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This Lease Amendment contains 2 pages.

IN WITNESS [redacted] and their names as of the below date

FOR THE LESSOR

Signature: [redacted]  
Name: VIN KASPER  
Title: Member  
Entity Name: Hoover Companies #3, LLC  
Date: 8/27/14

FOR THE GOVERNMENT

Signature: [redacted]  
Name: Shontae C. Wainwright  
Title: Lease Contracting Office  
GSA, PBS, Leasing Division  
Date: 09/02/14

WITNESSED

Signature: [redacted]  
Name: LOUISE H. BOGGS  
Title: Member  
Date: 8/27/14

Paragraph 3 is hereby deleted in its entirety and replaced as follows:

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

	8/7/2014 – 8/6/2024	8/7/2024 – 8/6/2029	N/A
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$283,877.67	\$326,511.62	\$0.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$94,511.38	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$104,313.00	\$104,313.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$482,702.05</b>	<b>\$430,824.68</b>	<b>\$0.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) **\$25.16** per RSF multiplied by **19,184** RSF

(Non-Firm Term) **\$22.46** per RSF multiplied by **19,184** RSF

<sup>2</sup>The Tenant Improvement Allowance of **\$678,326.75** is amortized at a rate of **7** percent per annum over **10** years.

<sup>3</sup>Operating Costs rent calculation: **\$5.44** per RSF multiplied by **19,184** RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of **\$0.00** are amortized at a rate of **0** percent per annum over **0** years

<sup>5</sup>Parking costs are for **96** surface, on-site parking spaces reflecting a rate of **\$0.00** per space per month.

Paragraph 4 is hereby deleted in its entirety and replaced as follows:

4.) The Government may terminate this lease, in whole or in part, anytime on or after August 6, 2024 by giving the Lessor at least ninety (90) 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.

All other terms and conditions of the lease shall remain in force and effect.

END OF DOCUMENT

INITIALS:

  
LESSOR

&

  
GOVT