GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. GS-04B-61178

ADDRESS OF PREMISES Village Center Mall, 169 Village Center Road, Suite 189, Harlan, KY 40831-1718

THIS AGREEMENT, made and entered into this date by and between Village Center, LLC, d/b/a Village Center Mall whose address is 400 Village Center, Harlan, KY 40831-1804

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 7/1/2012, as follows:

SLA 4 is amends the total for Tenant Improvements; adjusts the rental rate and the lease commission as follows:

Paragraph 1.03A is amended as follows:

	Years 1 – 5 July 1, 2012 – June 30, 2017		Years 6 – 10 July 1, 2017 – June 30, 2022	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$69,780.19	\$12.39	\$69,780.19	\$12.39
Tenant Improvements Rental Rate	\$26,729.15	\$4.75	\$ZERO	\$ZERO
Operating Costs	\$35,031.04	\$6.22	\$35,031.04	\$6.22
Building Specific Security Costs	\$NA	\$NA	\$N/A	\$N/A
Full Service Rate	\$131,540.38	\$23.36	\$104,811.23	\$18.61

Paragraph 1.09 is amended to reflect the T/I as \$115,215.01 (in lieu of \$193,727.95) at 6% for 5,181 ABOASF /5,632 RSF or \$26,729.15 p/a.

-Paragraph 1.04 is amended as follows:

Broker Commission and Commission Credit BROKER COMMISSION AND COMMISSION CREDIT Studley, Inc ("Broker") is the authorized real estate broker representing GSA in connection with this lease

Continued on page 2 of 2

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LEGISLE	FOR THE CONTENT		
Signature: Name: Darby Bennett	Signature: Name: Sho		
Title: Manacing Member Entity Name: Village Center, LLC	Title: Lease Contracting Officer GSA, Public Buildings Service		
Date: 9-27-12	Date: 09/27/12		

WITNESS	ED FOR THE LEGGER BY
Signature:	
Name: _	LRYMAR V STAC)
Title:	HR
Date:	9-27-12-

Page 2 of 2 – Lease Amendment No. 4 to Lease No. GS-04B-61178

transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to Studley, Inc. with the remaining 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 practicable.
-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 \$10,961.70 minus prorated Commission Credit of adjusted First Month's Rent.
Month 2 Rental Payment \$10,961.70 minus prorated Commission Credit of adjusted Second Month's Rent.
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.
-Notice to Proceed: Lease amendment costs associated with site construction alterations. The following reflects final costs for this project:
TOTAL (Divisions 1-16) Construction Costs Revised 9/19/12 \$ 115,215.01
Rental adjustment included on page 1. Copy of the T/I bid titled "Exhibit 1" dated September 19, 2012 is made a part hereof by reference.
The Lessor hereby waives restoration as a result of all improvements.
All other terms and conditions of the Lease shall remain in force and effect.
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Initials: