

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 1</b> <b>TO LEASE NO. GS-04P-LKY61976</b>
<b>ADDRESS OF PREMISES</b> 100 YMCA Drive Madisonville, KY 42431-9000	PDN Number: N/A

THIS AMENDMENT is made and entered into between Rooker Properties, LLC  
 whose address is: 445 Bishop Street, Atlanta, GA 30318

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

WHEREAS, the parties hereto desire to amend the above Lease for the purpose of removing the TI rent until the TI has been completed and accepted by the Government which will be captured in a follow on Lease Amendment;

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

Paragraph 1.03 of the lease is hereby deleted and replaced with the following:

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

	FIRM TERM (12/1/16-11/30/24)	NON-FIRM TERM (12/1/2024-11/30/26)
	22,362 RSF	22,362 RSF
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$340,125.96	\$424,878.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	TBD	TBD
OPERATING COSTS <sup>3</sup>	\$105,323.83	\$105,323.83
BSAC <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$445,449.79</b>	<b>\$530,201.83</b>

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

(12/1/16-11/30/24) \$15.21 (rounded) per RSF multiplied by 22,362 RSF  
 (12/1/24-11/30/26) \$19.00 per RSF multiplied by 22,362 RSF;

<sup>2</sup>The Tenant Improvement Allowance of \$799,517.34 is amortized at a rate of 4 percent per annum over the firm term of the lease; The effective date, term and annual rent for TI will be further clarified in a follow on Lease Amendment once the TI is completed and accepted; A new 10 year/8 year firm term will be re-established in a follow on Lease Amendment once the TI is completed and accepted;

<sup>3</sup>Operating Costs rent calculation:

(12/1/16-11/30/26) \$4.71 (rounded) per RSF multiplied by 22,362 RSF. Operating rent shown is not inclusive of CPI.

<sup>4</sup>Building Specific Amortized Capital (BSAC): BSAC is not applicable (N/A);


<sup>5</sup>Parking costs: 50 surface parking spaces at a rate of \$0.00 per space per month.

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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 below date.


FOR THE LESSOR:

Signature:   
 Name: John W. Braswell  
 Title: Senior Vice President  
 Entity Name: Rooker Properties LLC  
 Date: 8/28/18

FOR THE GOVERNMENT:

Signature:   
 Name: Shontise Mangham  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 08/28/18

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: Philip PeFry  
 Title: UP  
 Date: 8/28/18