

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-04P-LKY62420**

ADDRESS OF PREMISES: 203 Allison Blvd., Corbin, KY 40701-7964

THIS AGREEMENT, made and entered into this date by and between Hess Creek, LLC

whose address is 40 Varda Landing, Sausalito, CA 94965-1417

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 incorporate the alterations into Lease Contract, issue the Notice to Proceed and establish the LUMP SUM payment for TI overage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Lease Amendment (LA).

This Lease Amendment shall service as your Notice to Proceed with construction of Tenant Improvements at the above specified location. The construction shall be in accordance with the executed Lease dated January 13, 2016. The cost of the Tenant Improvements must not exceed \$1,336,624.16, in accordance with Paragraphs 1.03 and 1.08 of the lease agreement. Of this amount, \$868,567.55 will be amortized over the firm term of the lease. The remaining \$468,056.61 will be paid via lump sum upon completion and acceptance of the space. Additionally, \$420,260.89 will be paid lump sum upon completion and acceptance of the BSAC items (security upgrades).

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in the executed Lease and **Exhibit "A", Change Order SOW.**

Lessor will be paid a lump sum payment in the amount of **\$468,056.61 (for TI work) and \$420,260.89 (for BSAC)** after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in the executed Lease, (b) stated in this Lease Amendment, (c) stated and depicted in Exhibit "A", or (d) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. The Government will maintain responsibility of the security items after the expiration of the one-year warranty (see paragraph 7.01 of the lease). If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

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

FOR THE LESSOR:

Signature: \_\_\_\_\_

Name: Victoria Barton-Kang

Title: member

Entity Name: Hess Creek, LLC

Date: 07/13/2016

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_

Name: Marc Skinner

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 7/13/16

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: JEFFREY BARTON-KANG

Title: VP BUSINESS DEVELOPMENT

Date: 13 JULY 2016

Funding Information:

DUNS Number: 808833607

GSA Building Number: KY2077ZZ

Accounting Code: \_\_\_\_\_

Funds Certification: \_\_\_\_\_

Invoice submission for Payments will be made electronically through the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). A copy of the invoice must be provided to the Building Manager at the following address:

General Services Administration  
Attn: Patty Fry, Lease Property Manager  
Street Address: 600 MLK Place, Ste 273  
City, State, Zip Code: Louisville, KY 40202

A proper invoice must include the following:

- Vendor supplied invoice number
- Invoice date
- Name and address of the Lessor, EXACTLY as written on the Lease contract or as listed on this Lease Amendment
- Lease Contract number, Building Address, and a description, price and quantity of the item(s) delivered
- GSA PDN Number **PS#0035067**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease Contract is made must sign.

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 lease agreements, the terms and conditions of this Agreement shall control and govern.

VRK  
Lessor

MS  
Government