

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04P-LKY62420
ADDRESS OF PREMISES 203 Allison Boulevard, Corbin, KY 40701-7964	PDN Number:

THIS AMENDMENT is made and entered into 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 establish the annual rent and the amount of actual Tenant Improvement Cost.

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 **August 25, 2016** as follows:


LEASE TERM: To have and to hold the said Premises with its appurtenances for the term beginning September 1, 2016 and continuing through August 31, 2031, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages.

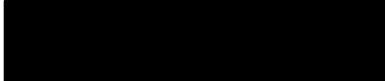
All other terms and conditions of the lease shall remain in force and effect.

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

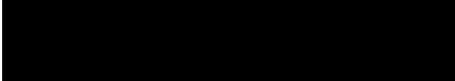
FOR THE LESSOR:

Signature: 
Name: Brian Brown
Title: Manager 40900A
Entity Name: Hess Creek LLC
Date: 8/29/16

FOR THE GOVERNMENT:

Signature: 
Name: Marcus Skinner
Title: Contracting Officer
GSA, Public Buildings Service
Date: 9/2/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: John Carlson
Title: _____
Date: 8/28/16

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

THE GOVERNMENT SHALL PAY THE LESSOR ANNUAL RENT, PAYABLE IN MONTHLY INSTALLMENTS IN ARREARS, AT THE FOLLOWING RATES.

	Firm Term 9/1/2016-8/31/2026	Non-Firm Term 9/1/2026-8/31/2031
	Annual Rent	Annual Rent
Shell Rent	\$387,919.29	\$493,504.29
Tenant Improvements	\$115,714.57	\$0.00
Operating Costs	\$205,046.07	\$205,046.07
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
Total Annual Rent	\$708,679.93	\$698,550.36

1. SHELL RENT CALCULATION:
(FIRM TERM): \$18.37 PER RSF MULTIPLIED BY 21,117 (RSF).
NON FIRM TERM CALCULATION: \$23.37 MULTIPLIED 21,117 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$868,567.55 IS AMORTIZED AT A RATE OF 6 PERCENT PER ANNUM OVER 10 YEARS. TI OVERAGE IN THE AMOUNT OF \$477,690.11 WILL BE PAID VIA LUMP SUM UPON COMPLETION AND ACCEPTANCE.
3. OPERATING COSTS CALCULATION: \$9.71 PER RSF MULTIPLIED BY 21,117 (RSF).
4. BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) OF \$420,260.89 WILL BE PAID VIA LUMP SUM UPON COMPLETION AND ACCEPTANCE.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part at any time on or after September 1, 2026, by Providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Lessor has agreed to total TI pricing of \$1,346,257.66 based on the approved DID's included in Exhibit J. Of this amount, \$868,567.55 is amortized in the rent over the Firm Term of this Lease at an interest rate of 6 percent per year. The remaining \$477,690.11 will be paid in lump sum upon completion and acceptance of the space. The Government shall have the right to make lump sum payments for any or all TI work.

ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN IN FORCE AND EFFECT.

INITIALS: *[Signature]* LESSOR & *MS* GOV'T