GENERAL SERVICES ADI. STRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDM∟Γ No. 1
LEASE AMENDMENT	TO LEASE NO. GS-04P-62656
ADDRESS OF PREMISES 332 West Broadway, Louisville, KY 40202-2114	PDN Number: PS0032276

THIS AMENDMENT is made and entered into between

2006 Heyburn Building, LLC

whose address is: 332 West Broadyway, Louisville, KY 40202-2114

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

WHEREAS, the parties hereto desire to amend the above Lease.

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 112 814015 as follows:

The purpose in this SLA is to issue a Lump Sum payment for Alterations and a change order request.

A. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements and issue a Notice to Proceed for Tenant Improvements in the amount of \$89,464.00.

In accordance with the lease paragraph entitled Tenant Improvements Renal Adjustment, Tenant Improvements will be paid as follows:

Tenant Improvements Amortized in Rent*	\$63,099.00*
Lump Sum Payment to Lessor**	\$26,365.00
Tenant Improvements Total	\$89,464.00

^{*}Tenant Improvements shall be amortized through the rent over 60 months at 7% interest

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.

Signature:
Name:
Title:
Date:

Signature:
8, 2015

FOR THE GOVERNMENT:

Signature:
Name: KELLID. KOLLINS
Title: Lease Contracting Officer

Title: Lease Contracting Office GSA, Public Buildings, Service,

Date: 7/28/2014

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Title: Date:

MAINTENANCE SUPERVISOR

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does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes, or modifications of the Lease, unless approved by a GSA Lease Contracting Officer. To enter in such agreements with may result in unrecoverable costs for the Lessor.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$26,365.00, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

The Payment Document Code No. is PS0032276 in the amount \$26,365.00 must be included with payment submittals.

The Lessor hereby waives restoration as a result of all improvements. 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 the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, ther terms and conditions of this Agreement shall control and govern.

Payment will be made electronically through the finance website. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

Work is to be completed to allow occupancy not later than August 21

INITIALS:

LESSOR

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