

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-04B-47071	DATE 09/10/12	PAGE 1 of 2
ADDRESS OF PREMISES 825 High Street, Hazard, Kentucky, 41701-1394			

**THIS AGREEMENT**, made and entered into this date by and between **Vin and Toni Hoover Property Management, LLC**

whose address is 13775 N. Nebraska Avenue  
Tampa, FL 33613-3320

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective June 23, 2012, as follows:

**Paragraphs 1, 2, 3, 4, 9 and 20 of the lease are hereby deleted in their entirety and replaced as follows:**

- "1. The Lessor hereby leases to the Government the following described premises: A total of 1,652 Rentable Square Feet (RSF) of office and related space, yielding 1,436 ANSI/BOMA Office Area Square Feet (ABOASF).
- "2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a ten (10) year term beginning on June 23, 2012 through June 22, 2022, subject to termination and renewal rights as may be hereinafter set forth."
- "3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	SHELL RENT	OPERATING COSTS	AMORTIZED TI	ANNUAL RENT	RATE PER ABOASF <sup>2</sup>	RATE PER RSF <sup>1</sup>	MONTHLY RENT
6/23/2012 – 6/22/2017	\$25,659.94	\$9,096.66	\$13,132.33	\$47,888.93	\$33.35	\$28.99	\$3,990.74
6/23/2017 – 6/22/2022	\$25,659.94	\$9,096.66	\$0.00	\$34,756.60	\$24.20	\$21.04	\$2,896.38

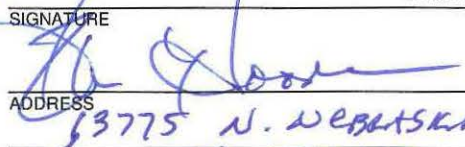
Note 1: The rate per rentable square foot (RSF) is determined by dividing the annual rent by the rentable square footage set forth in paragraph 1.

Note 2: The rate per BOMA office area square foot (BOASF) is determined by dividing the annual rent by the BOMA office area square footage (ABOASF) set forth in paragraph 8.

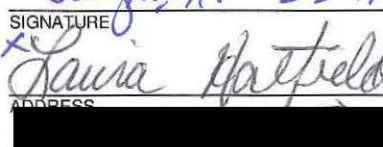
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**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR Vin and Toni Hoover Property Management, LLC**

SIGNATURE 	NAME OF SIGNER Vin Hoover
ADDRESS 13775 N. NEBRASKA Ave. Tampa, FL 33613	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER LAURA Hatfield
ADDRESS [Redacted]	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER Shortise C Mangham
	OFFICIAL TITLE OF SIGNER Contracting Officer

**Supplemental Lease Agreement No. 03**

**Lease No. GS-04B-47071**

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"4. The Government may terminate this lease, in whole or in part, at any time on or after the 5<sup>th</sup> year, June 22, 2017, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

"9. The rental rate in paragraph 3 for years 1-5 includes all Tenant Improvements.

The grand total costs for construction of tenant improvements are **\$182,167.16** of which \$55,598.01 will be amortized at an interest rate of 6.75% over the first five (5) years leaving a balance of \$126,569.15 to be reimbursed to the Lessor in a one-time lump sum payment due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer. The payment of these Tenant Improvement costs shall be as follows:

Amortized over the 5 year term of the lease:	\$ 55,598.01
Via lump sum as described in Supplemental Lease Agreement (SLA) No. 1	\$ 110,864.95
Via lump sum as described in Supplemental Lease Agreement (SLA) No. 2	\$ 15,704.20
<b>Total:</b>	<b>\$ 182,167.16</b>

"20. In accordance with the SOLICITATION FOR OFFER 6KY0024, Paragraph 1.14, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SOLICITATION FOR OFFERS 6KY0024 attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days of lease award and the remaining fifty percent (50%) is payable on lease acceptance to: Jones Lang LaSalle Americas, Inc., Public Institutions, 33832 Treasury Center, Chicago, IL 60694-3400.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$3,990.74 (including \$2,138.33 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$3,990.74 (including \$2,138.33 shell rental rate) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

The Lessor hereby waives restoration as a result of all improvements.

**All other terms and conditions remain in full force and effect.**

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