

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-50080	DATE 12/22/11	PAGE 1 of 1
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ADDRESS OF PREMISES
717 W. Broadway, Louisville, KY 40202

THIS AGREEMENT, made and entered into this date by and between **JDL-Louisville 2, LLC**.

whose address is: 301 N. Main Street, Suite 2300
Winston Salem, NC 27101

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 establish Beneficial Occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective upon execution by the Government as follows:

Paragraphs 2, 3, and 4 of the lease is hereby deleted in its entirety and replaced as follows:

- TO HAVE AND TO HOLD the said premises with their appurtenances for the **TWENTY (20) YEAR, FIFTEEN (15) YEAR FIRM** term commencing on December 22, 2011 and continuing through December 21, 2031 inclusive subject to termination and renewal rights as may be hereinafter set forth. No rent shall accrue after the date of termination.
- The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

Annual Expense						
TERM	Shell Rent	Annual Operating Costs	TI's amortized	Annual Rent	Rate PRSF ¹	Monthly Rent
12/22/2011 - 12/21/2026	\$1,738,800.00	\$418,800.00	\$223,800.00	\$2,381,400.00	\$39.69	\$198,450.00
12/22/2026 - 12/21/2031	\$1,962,600.00	\$418,800.00	\$0.00	\$2,381,400.00	\$39.69	\$198,450.00

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


Rent for the Lessor shall be prorated. Rent checks shall be made payable to:
JDL-Louisville 2, LLC, 301 N. Main Street, Suite 2300
Winston Salem, NC 27101

4. The Government may terminate this lease, in whole or in part, at any time on or after December 21, 2026 by giving at least ninety (90) days notice in writing. No rent shall accrue after the effective date of the termination. Said notice shall be computed commencing with the date of the mailing.


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

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


LESSOR

SIGNATURE 	NAME OF SIGNER DAVID SHANNON <i>President, JDL Castle Corporation, Manager</i>
ADDRESS 301 N. Main St. Ste. 2300 Winston-Salem NC 27101	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER EDWARD W. MAGNESS
ADDRESS 301 N. Main St. Ste. 2300 Winston-Salem NC 27101	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER FRED BURGETT OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
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