

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

SEP. 15, 2011

TO LEASE NO.

GS-04B-50095

ADDRESS OF PREMISES
**Republic Bank Building
9600 Brownsboro Road
Louisville, KY 40241-3905**

THIS AGREEMENT, made and entered into this day by and between **Jaytee-Springhurst, LLC**

whose address is **601 West Market Street
Louisville, KY 40202-2700**

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 **September 15, 2011** as follows:

The purpose of this supplemental lease agreement is to issue a Notice To Proceed for Change Orders (1-6), amend the costs associated with the site construction alterations and provide the start date for the rent.

The Notice To Proceed (NTP) is issued for Change Orders (1-6) and shall NOT EXCEED the amount of \$4,927.94. The Lessor hereby acknowledges that the Notice To Proceed (NTP) issued under this Supplemental Lease Agreement does not authorize the expenditure of funds beyond the amount above. Any additional expenditures made but not first authorized by a General Services Administration Contracting Officer in writing will be made at the Lessor's risk.

The occupying tenant agency 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 this lease agreement unless approved by a General Services Administration Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The following reflects the final costs for the construction alterations associated with this project.

Total (Divisions 1-16) Construction Costs Dated June 15, 2011	\$150,196.10
Change Orders (1-6)	
1) Remove shower and add new water heater and electric. [REDACTED]	
2) Install new wood trim where wall was demoed in room 202. [REDACTED]	
3) Install access control. [REDACTED]	
4) Ground wire installation installed per the Agency's request. [REDACTED]	
5) Add 1 1/2 conduit in designated room by the Agency. [REDACTED]	
6) Additional interior [REDACTED] for three (3) windows in the interior space added. [REDACTED]	\$4,927.94
Total Tenant Allowance In Lease	\$155,376.76
Total Construction Costs Balance Owed To GSA- Adj. Par. 8	\$252.72
Total Tenant Allowance Used	\$155,124.04

No other Tenant Improvements will be used for this project; the Tenant Improvement is adjusted herein.

The Tenant Improvement Bids (titled Exhibit 3 by reference) are hereby made apart of the lease contract.

The Lessor hereby waives all restoration rights.

Continued on Page 2 of 2

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 above date.

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LESSOR **Jaytee-Springhurst, LLC**

BY [Signature]
(Signature)

GP
(Title)

IN PRESENCE OF [Signature]
(Signature)

601 West Market
(Address)

UNITED STATES OF AMERICA **RYAN Y. JOHNSON**

Contracting Officer

BY [Signature]
(Signature)

GENERAL SERVICES ADMINISTRATION
(Official Title)

Supplemental Lease Agreement No. 2

Paragraph 2 is deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 15, 2011 and continuing through September 14, 2021, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is deleted in its entirety and replaced as follows: The Government shall pay the Lessor annual rent of:

<u>Term</u>	<u>Annual Rent</u>	<u>Rate per RSF</u>	<u>Rate per OASF</u>	<u>Monthly</u>
9/15/11 – 9/14/16	\$ 118,725.14	\$30.15	\$34.97	\$ 9,893.76
9/15/16 – 9/14/21	\$ 90,574.00	\$23.00	\$26.68	\$ 7,547.83

For the firm term (yrs 1 – 5), the Government's annual rental payment of \$118,725.14 (\$30.15 per RSF) includes: annual shell rent of \$68,009.26 (\$17.27 rounded per RSF), annual TI amortization of \$35,987.76 (\$9.14 rounded per RSF) and annual operating rent of \$14,728.12 (\$3.74 per RSF). Note: There is no additional charge for parking.

For the remaining term (yrs 6 - 10), the Government's annual rental payment of \$90,574.00 (\$23.00 per RSF) includes: annual shell rent of \$75,845.88 (\$19.26 per RSF), and annual operating rent of \$14,728.12 (\$3.74 per RSF). Note: There is no additional charge for parking.

Paragraph 4 is deleted in its entirety and replaced as follows:

The Government may terminate this lease in whole or in part at any time on or after September 15, 2016 by giving at least sixty (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 8 is deleted in its entirety and replaced as follows:

8. In accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 9KY2094. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$45.76635 per ANSI/BOMA Office Area square foot (3,395 ABOASF or \$155,376.76 minus the unused portion of \$252.72 = \$155,124.04) shall be amortized through the rent for 5 years at the rate of 6% (\$9.14 PRSF / 10.60 PAOASF = \$35,987.76) using end-of-month payments. The improvements were less than the Tenant Improvement Allowance (T/I) \$45.76635 per ANSI/BOMA Office Area square foot for 3,395 ABOA sq.ft. or \$155,376.76. The total annual cost of Tenant Improvements for the amortization period shall be \$35,987.76.


Paragraph 16 is deleted in its entirety and replaced as follows:

16. Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] for the 60 months of the firm term value of this lease. The total amount of the 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 ("Commission Credit"). 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 SFO attached to and forming a part of this lease. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$17.27 PRSF. 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 \$9,893.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

-Second Month's Rental Payment \$9,893.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

-Third Month's Rental Payment \$9,893.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

INITIALS: Lessor:  Government: 