

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.

4

TO LEASE NO.

GS-04B-59078

DATE

6-17-10

PAGE

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ADDRESS OF PREMISES

850 Highway 15 North, Breathitt County, Jackson, KY 41339

THIS AGREEMENT, made and entered into this date by and between Jeffrey Howell  
whose address is

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 3, 2010, as follows:

1. The purpose of this Supplemental Lease Agreement (SLA) is to establish the beneficial occupancy date for the leased space.

Paragraphs 3 and 12 are hereby deleted in its entirety and replaced with:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT*</u>	<u>RATE per RSF</u>	<u>RATE per OASF</u>	<u>MONTHLY RATE</u>
06/03/2010 - 06/02/2015	\$188,818.56	\$26.76	\$29.74	\$15,734.88
06/03/2015 - 06/02/2020	\$138,085.92	\$19.57	\$21.75	\$11,507.16

12. In accordance with SOLICITATION FOR OFFERS 6KY0026, Paragraph 3.6 (Operating Costs), the escalation base is established as \$32,245.92 (or \$4.57 per rentable square foot).

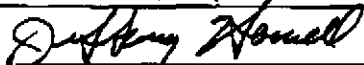
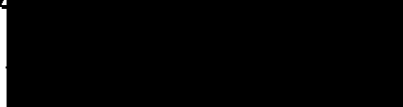
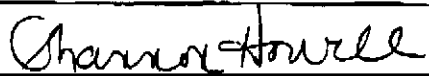


\* The rent shall be adjusted in accordance with SFO Paragraph 1.11 to reflect actual tenant allowance used.

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

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.

SIGNATURE		LESSOR	NAME OF SIGNER
ADDRESS			Jeffrey Howell
SIGNATURE		IN PRESENCE OF	NAME OF SIGNER
ADDRESS			Shannon Howell
SIGNATURE		UNITED STATES OF AMERICA	NAME OF SIGNER
			Stephanie L. Jones
			Contracting Officer

**Paragraph 4 is hereby deleted in its entirety and replaced with:**

4. The Government may terminate this lease, in whole or in part, at any time on or after June 2, 2015, by giving the Lessor at lease 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.

**Paragraph 20 is hereby deleted in its entirety and replaced with**

20. In accordance with the SOLICITATION FOR OFFERS 6KY0026, Paragraph 1.13, Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] for the broker's fee is established based upon fee of [REDACTED]. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of [REDACTED] per month for three (3) months from the effective date of the lease ([REDACTED] divided by 3). The broker's fee will remain constant regardless of the measurement of the space and/or change orders unless there is a substantive change to the contract necessitating revision of the subject commission. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker in accordance with the signed and attached Commission agreement which is incorporated as a part of this contract.

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 \$15,735.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$15,735.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$15,735.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Payments to be made to:

CB Richard Ellis  
8270 Greensboro Drive, Suite 620  
McLean, VA 22102-4909

**Paragraph 23**

"23. The Tenant Improvement budget is altered to reflect the change orders one (1), two (2), and three (3) approved in SLA 2 and SLA 3 and the final budget totals \$231,792.57. The amount of \$221,297.50 will be amortized into the rent over the first five (5) years at an interest rate of 5.5%. The Government may adjust the rental rate to reflect any additional Tenant improvement costs during the course of the project. Any amount above the original tenant allowance of \$221,297.50 will be paid by rental adjustment or lump sum, to be determined by the Government."

INITIALS: [REDACTED] LESSOR  
[REDACTED] GOVT