

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-59078	DATE 5-4-10	PAGE 1 of 2
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 upon Government execution, as follows:

1. This serves as the official approval for change order number one (1) in the amount not to exceed [REDACTED]. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction. The proposal for change order one (1) is hereby attached and made a part of the lease. Change order one (1) consists of the following

	Description of Work	Cost
Change Order 1	Reception counter changes	[REDACTED]
Total		[REDACTED]

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.

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

(Continued on Page 2)

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

LESSOR	
SIGNATURE <i>Jeffrey Howell</i>	NAME OF SIGNER Jeffrey Howell
ADDRESS	

IN PRESENCE OF	
SIGNATURE <i>Eddie Robertson</i>	NAME OF SIGNER Eddie Robertson
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE <i>Stephanie L. Jones</i>	NAME OF SIGNER Stephanie L. Jones
	OFFICIAL TITLE OF SIGNER Contracting Officer
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"2. The Tenant Improvement budget is altered to reflect the change order and now totals \$221,207.53. The full amount of \$221,207.53 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."

Paragraph 3 is 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>
05/10/2010 – 05/09/2015	\$188,789.77	\$26.76	\$29.73	\$15,732.48
05/10/2015 – 05/09/2020	\$138,085.92	\$19.57	\$21.75	\$11,507.16

\* 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.

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 \$15,732.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$15,732.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$15,732.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

**EXHIBIT "A"**

**GENERAL CONDITIONS  
SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2**

**LEASE CONTRACT NO. GS-04B-59078**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work performed. Failure to do so will in no way relieve the lessor from necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the best interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on the agreement's date.


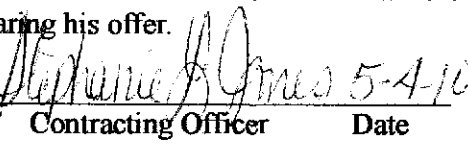
(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

 4-29-10       5-4-10  
Lessor Signature      Date      Contracting Officer      Date

**GENERAL CONDITIONS**  
**GS-04B-59078 SLA NO. 2**

**PAGE 2 OF 4**

**6. USE OF BUILDING.**

The lessor shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Buildings Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**


The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufactures or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

**10. LESSOR EMPLOYEES.**

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

  
Lessor Signature

4-29-10  
Date

  
Contracting Officer

5-4-10  
Date

**GENERAL CONDITIONS**  
**GS-04B-48112 SLA NO. 2**  
**PAGE 3 OF 4**

**11. EXTRAS.**

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement, price adjustment pursuant to the "Changes Clause", or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all material and equipment removed shall become the property of the lessor who shall remove them from the job site.

**14. GUARANTEE.**



Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government. The Contracting Officer or his representative will perform the inspection within seven (7) business days after receiving written notification by the lessor of substantial completion of the project.

**16. INDEMNITY.**

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

	
Lessor Signature	Contracting Officer
4-29-10	5-4-10
Date	Date

**GENERAL CONDITIONS  
GS-04B-59078 SLA NO. 2**

**PAGE 4 OF 4**

**17. TERMINATION FOR DEFAULT.**

Failure to accomplish the schedule noted in the Supplemental Agreement for any reason other than circumstances beyond your control as determined by the Government, may result in termination of this alterations contract.

**18. INVOICE.**

**The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at [www.finance.gsa.gov/vendors](http://www.finance.gsa.gov/vendors) and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer.**

**Please submit the invoice for payment electronically according to the instructions above, if possible, or by mail on the lessor's letterhead to the following:**

General Services Administration  
Greater southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102



**A proper invoice must include:**

An invoice number provided by the Contracting Officer.  
Name of your Business Concern and Invoice Date  
Lease Contract No., Supplemental Agreement No., and Building Location  
Description and Price of items in conformance with the SLA.

**If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.**

**19. PAYMENT PROCEDURES.**

GSA's payment due date will be thirty days after receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check or electronic funds transfer. Submittal of an improper invoice may lengthen the thirty days due date.

 4-29-10  APR 25-4-10  
Lessor Signature      Date      Contracting Officer      Date