

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>2</b>	TO LEASE NO. <b>GS-04B-61178</b>	DATE <b>6/18/12</b>	PAGE <b>1 of 1</b>
ADDRESS OF PREMISES <b>Village Center Mall, 169 Village Center Road, Suite 189, Harlan, KY 40831-1718</b>			

**THIS AGREEMENT**, made and entered into this date by and between **Village Center, LLC, d/b/a Village Center Mall** whose address is 400 Village Center, Harlan, KY 40831-1804

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease contract as indicated below.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 1, 2012, as follows to reflect the lease term dates and adjust the total tenant improvement amount:

**SLA 1 is deleted in it's entirety and replaced as follows to correct ending date for years 6-10.**

Paragraph 1.03A is amended as follows:

	Years 1 - 5 July 1, 2012 - June 30, 2017		Years 6 - 10 July 1, 2017 - June 30, 2022	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$69,780.19	\$12.39	\$69,780.19	\$12.39
Tenant Improvements Rental Rate	\$44,943.65	\$7.98	\$ZERO	\$ZERO
Operating Costs	\$35,031.04	\$6.22	\$35,031.04	\$6.22
Building Specific Security Costs	\$NA	\$NA	\$N/A	\$N/A
<b>Full Service Rate</b>	<b>\$149,754.88</b>	<b>\$26.59</b>	<b>\$104,811.23</b>	<b>\$18.61</b>

-Paragraph 1.09 is amended to reflect the T/I as \$193,727.95 (in lieu of \$200,594.12) at 6% for 5,181 ABOASF /5,632 RSF or \$44,943.65 p/a.

-Paragraph 1.04 is modified as follows:

**BROKER COMMISSION AND COMMISSION CREDIT BROKER COMMISSION AND COMMISSION CREDIT**

**Studley, Inc** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to **Studley, Inc.** with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

-Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

- Month 1 Rental Payment **\$12,479.57** minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.
- Month 2 Rental Payment **\$12,479.57** minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.
- Month 3 Rental Payment **\$12,479.57** minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

End of SLA 2

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

**LESSOR**

[redacted] <i>Village Center, LLC</i>	NAME OF SIGNER Darby Bennett Village Center, LLC
<i>400 Village Center Harlan Ky 40831</i>	
IN PRESENCE OF	

[redacted]	NAME OF SIGNER <i>Stacy Madon, Admin-Asst.</i>
<i>400 Village Center Harlan Ky 40831</i>	
UNITED STATES OF AMERICA	

[redacted]	NAME OF SIGNER SHONTISE MANGHAM
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer