# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE AMENDMENT ADDRESS OF PREMISES: 100 Fae Ramsey Lane Pikeville, Kentucky 41501-3294 LEASE AMENDMENT No. 1 TO LEASE NO. GS-04B-61202 PDN Number: N/A

THIS AMENDMENT is made and entered into between

Ramsey Home Place, LLC

whose address is:

85 Weddington Branch Road Pikeville, Kentucky 41501-3203

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2014 as follows:

The purpose of this Lease Amendment is to amend the effective commencement date for the payment of the tenant improvements; the date has been amended from April 1, 2014 per the Lease Contract to May 1, 2014 per Lease Amendment number one (1).

Effective May 1, 2014, the rental payments for the tenant improvements shall commence per the rental structures in Paragraph 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012) and Paragraph 7.03 RENT AND OTHER CONSIDERATION – TOTAL BUILDING SQUARE FOOTAGE.

This Lease Amendment contains four (4) pages.

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 below date.

FOR THE	FOR THE	ONEDWENT
Signature: Name:	Signature Name:	
Title:	Title:	Lease Contracting Officer
Entity Name: hammy Hon- Place has		GSA, Public Buildings Service
Date: 6/11/14	Date:	06/11/2014
, ,		

### WITNESSED FOR THE LESSOR BY:

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Signature:	
Name:	Donna S. Biliter
Title:	Secretary
Date:	6-11-14

Paragraph 1.03 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

## 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

The rental rate structures below shall be based on the paid space for a total of 16,123 ANSI/BOMA Office Area (ABOA) square feet (SF) of office space / 18,541 rentable square feet (RSF) of office space.

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM MAY 1, 2014 - NOVEMBER 30, 2018	Non Firm Term DECEMBER 1, 2018 - APRIL 30, 2019
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$274,870.00	\$265,070.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$31,285.69	\$31,285.69
OPERATING COSTS <sup>3</sup>	\$89,500.00	\$89,500.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$4,395.63	\$4,395.63
PARKING <sup>5</sup>	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$400,051.32	\$390,251.32

	Non Firm Term May 1, 2019 - November 30, 2023
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$265,070.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00
OPERATING COSTS <sup>3</sup>	\$89,500.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0.00
Parking <sup>5</sup>	\$0.00
TOTAL ANNUAL RENT	\$354,570.00

<sup>&</sup>lt;sup>1</sup>Shell rent calculation:

(Firm Term) \$14.82\* per RSF multiplied by 18,541 RSF.

(Non Firm Term) \$14.30\* per RSF multiplied by 18,541 RSF.

<sup>2</sup>The Final Tenant Improvement Allowance of \$131,665.80 is amortized at a rate of 7 percent per annum over 5 years.

Operating Costs rent calculation: \$4.83\* per RSF multiplied by 18,541 RSF.

<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$18,499.00 is amortized at a rate of 7 percent per annum over 5 years.

\*Rate rounded.

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - The leasehold interest in the Property described in the paragraph entitled "The Premises."
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

INITIALS: LESSOR

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Paragraph 1.04 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

# 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

Α	T. Dallas Smith & Company (A subcontractor of Studley, Inc. for the GSA National Broker Contract) (Broker) is the authorized real estate
Broker re	epresenting GSA in connection with this Lease transaction. The total amount of the Commission is
payable	according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to , T. Dallas Smith &
Compan	y (A subcontractor of Studley, Inc. for the GSA National Broker Contract) with the remaining which is the Commission Credit, to be credited
to the sh	nell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence
	first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

В.	Notwithstanding the	"Rent and	Other	Consideration	n" paragrag	h of this	Lease,	the shell	I rental	payments	due an	d owing	under thi	s Lease	shall t	oe
	recapture fully this															
indicated in	this schedule for ad	usted Mont	hly Rer	nt:												

Month 1 Rental Payment \$30,364.17 minus prorated Commission	Credit of	equals	adjusted 1st Month's Rent.
*Rate rounded.		St. 187	

Paragraph 1.07 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

# 1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	Ехнівіт
GSA FORM 3517B GENERAL CLAUSES	47	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	В
SECURITY REQUIREMENTS	6	С
SCOPE OF WORK - SECURITY UPGRADES AND ALTERATIONS*	4	D
FLOOR PLAN	1	E
PARKING PLAN	1	F
SECURITY UNIT PRICE LIST	2	G
SEISMIC FORM B	1	N/A
SEISMIC EVALUATION AND MITIGATION PLAN - DATED JUNE 13, 2013	14	N/A

<sup>\*</sup>The revised document shall be made part of the Lease Contract to reflect the change in alterations.

Paragraph 7.03 of the Lease Contract is hereby deleted in its entirety and replaced as follows:

# 7.03 RENT AND OTHER CONSIDERATION - TOTAL BUILDING SQUARE FOOTAGE

The rental rate structures below shall be based on the entire space to include the free space for a total of 17,730 ANSI/BOMA Office Area (ABOA) square feet (SF) of office space / 20,390 rentable square feet (RSF) of office space.

	ANNUAL RENT FIRM TERM May 1, 2014 - November 30, 2018	RATE PER ABOA	RATE PER RSF	ANNUAL RENT NON FIRM TERM DECEMBER 1, 2018 - APRIL 30, 2019	PER ABOA	RATE PER RSF
SHELL RENT	\$274,870.00	\$15.50*	\$13.48*	\$265,070.00	\$14.95*	\$13.00
TENANT IMPROVEMENTS	\$31,285.69	1.76*	1.53*	\$31,285.69	1.76*	1.53*
OPERATING COSTS	\$89,500.00	\$5.05*	\$4.39*	\$89,500.00	\$5.05*	\$4.39*
BUILDING SPECIFIC AMORTIZED CAPITAL	\$4,395.63	\$0.25*	\$0.22*	\$4,395.63	\$0.25*	\$0.22°
PARKING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$400,051.32	\$22.56*	\$19.62*	\$390,251.32	\$22.01*	\$19.14*

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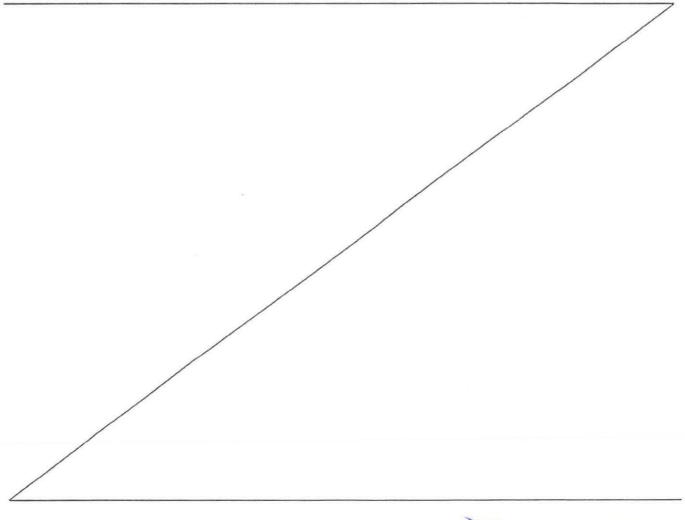
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	ANNUAL RENT NON FIRM TERM MAY 1, 2019 - NOVEMBER 30, 2023	RATE PER ABOA	RATE PER RSF
SHELL RENT	\$265,070.00	\$14.95*	\$13.00
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00	\$0.00
OPERATING COSTS	\$89,500.00	\$5.05*	\$4.39*
BUILDING SPECIFIC AMORTIZED CAPITAL	\$0.00	\$0.00	\$0.00
PARKING	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$354,570.00	\$20.00*	\$17.39*

A. All rights, responsibilities and obligations that bind the Lessor and Government under this lease agreement and any other attachments hereto, shall pertain to the entire space under lease including the free space.

By acceptance of this Lease Amendment, the Lessor further substantiates that no costs associated with the building shell items have been knowingly included in the tenant improvement pricing.



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B. Free space will be excluded from the operating cost, overtime utility rates, and percentage of occupancy for taxes. \*Rate rounded.