

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



Signature:

Name:

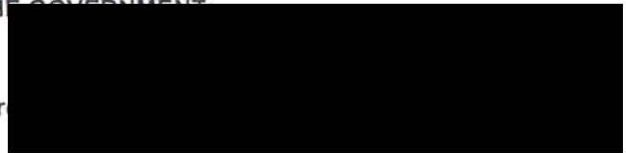
Title:

Entity Name:

Date:

Ramsey Home Place, LLC
6/11/14

FOR THE GOVERNMENT



Signature:

Name:

Title:

Date:

Lease Contracting Officer
GSA, Public Buildings Service

06/11/2014

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:



Donna S. Bitter
Secretary
6-11-14

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)

A. T. Dallas Smith & Company (A subcontractor of Studley, Inc. for the GSA National Broker Contract) (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 T. Dallas Smith & Company (A subcontractor of Studley, Inc. for the GSA National Broker Contract) 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 time practicable.

B. 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 \$30,364.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
*Rate rounded.

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	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	47	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	B
SECURITY REQUIREMENTS	6	C
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

*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	RATE 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*

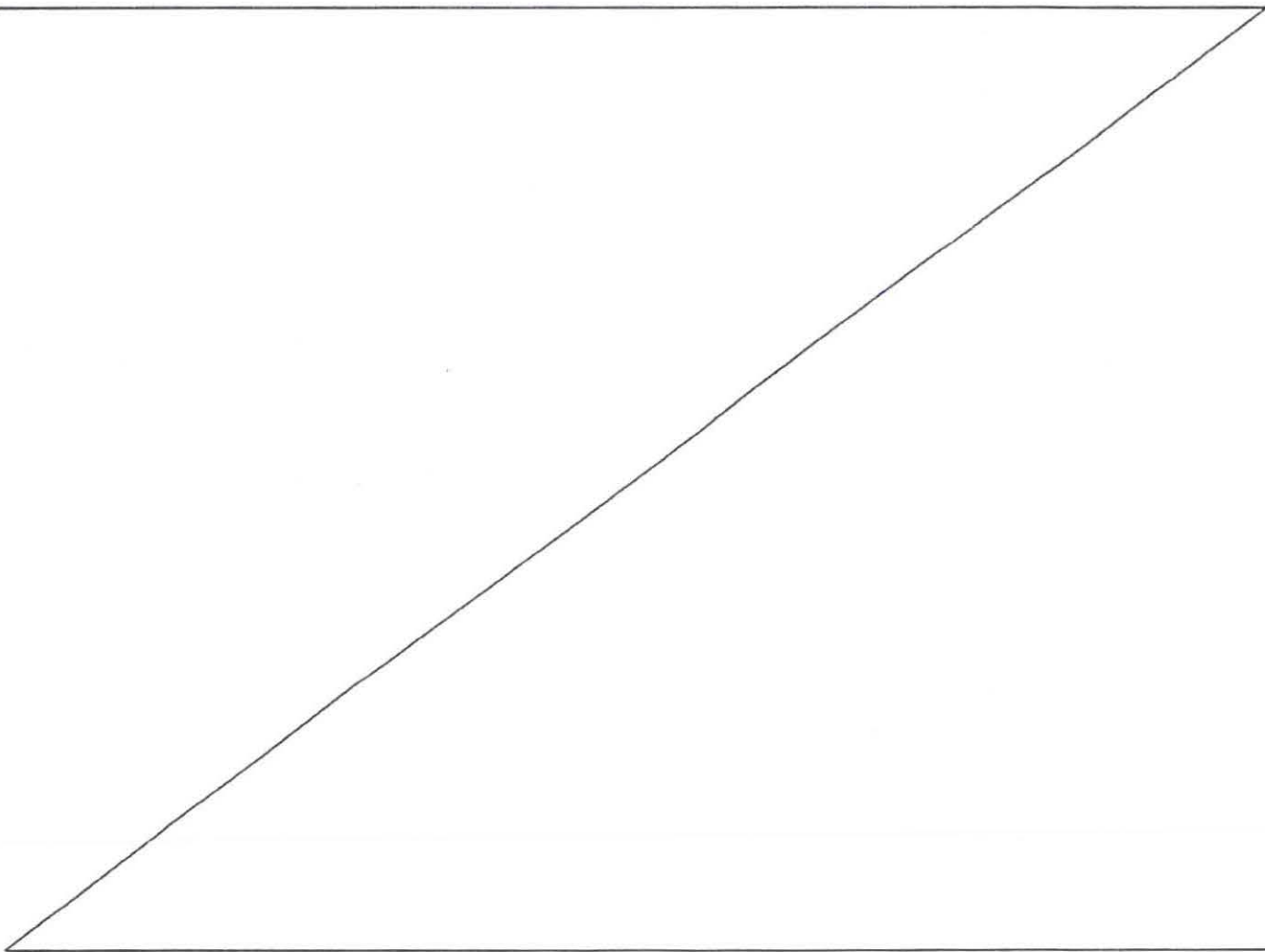
INITIALS: MDR & MDP
LESSOR GOV'T

	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.

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

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.



INITIALS: JML LESSOR & CEO GOV'T