

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1  TO LEASE NO. GS-04P-LKY62015
ADDRESS OF PREMISES Corporate Plaza 771 Corporate Drive Lexington, KY 40503-5405	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **CORPORATE DRIVE, LLC**

whose address is: **771 Corporate Drive  
Suite 300  
Lexington, KY 40503-5436**

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

**WHEREAS**, the parties hereto desire to amend the above Lease, to modify the square footage, update the rental rates, update the commission and the commission credit, update the annual shell rental rate for the renewal option and update the annual base operating costs.

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 **June 18, 2015** as follows:

**PARAGRAPH 1.01 THE PREMISES (JUN 2012)** is hereby deleted in its entirety and replaced as follows:

The Premises are described as follows:

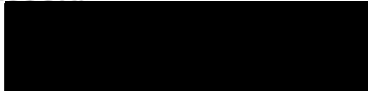
- A. Office and Related Space: **39,235** rentable square feet (RSF), yielding **32,160** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on **three (3)** floors of the Building which are as follows: the first (1<sup>st</sup>) floor, the second (2<sup>nd</sup>) floor and the third (3<sup>rd</sup>) floor, as depicted on the updated floor plan(s) attached hereto as **Exhibit C** (the updated attachment dated June 18, 2015 shall replace the previous **Exhibit C** attached to the Lease Contract executed on June 30, 2014).
- B. Common Area Factor: The Common Area Factor (CAF) is established as **22** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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.

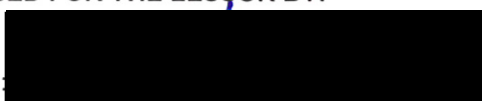
**FOR THE LESSOR:**

Signature:   
Name: A. Isaac  
Title: Property Manager  
Entity Name: Corporate Drive, LLC  
Date: 7/22/15

**FOR THE GOVERNMENT:**

Signature:   
Name: Felicia R. Walker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8/19/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Anne K. Coyne  
Title: Sr. Property Manager, NAI Isaac  
Date: 7/22/15

**PARAGRAPH 1.03 RENT AND OTHER CONSIDERATION (SEP 2013)** is hereby deleted in its entirety and replaced as follows:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 457,880.70	\$ 457,880.70
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 162,621.94	\$ 162,621.94
OPERATING COSTS <sup>3</sup>	\$ 154,918.34	\$ 154,918.34
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 5,102.18	\$ 5,102.18
<b>TOTAL ANNUAL RENT</b>	<b>\$ 780,523.16</b>	<b>\$ 780,523.16</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$11.67\*per RSF multiplied by 39,235 RSF.

(Non-Firm Term) \$11.67\* per RSF multiplied by 39,235 RSF.

<sup>2</sup>The Tenant Improvement Allowance of \$1,277,684.64 is amortized at a rate of 5 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$3.95\* per RSF multiplied by 39,235 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$40,700.00 are amortized at a rate of 5 percent per annum over 10 years.

\*Rates rounded.

Agency	Total ABOASF	RSF	Rate Per ABOASF	Rate Per RSF	Annual Rent
	8,600	10,492	\$24.27	\$19.89*	\$208,721.99
	11,659	14,224	\$24.27	\$19.89*	\$282,963.91
	11,901	14,519	\$24.27	\$19.89*	\$288,837.26
<b>Total</b>	<b>32,160</b>	<b>39,235</b>	<b>\$24.27</b>	<b>\$19.89*</b>	<b>\$780,523.16</b>

\*Rates rounded.

Agency Space Allocation Chart				
Agency	ABOASF (Less OCIO and Linc Pass)	OCIO Portion of ABOASF	Linc Pass Portion of ABOASF	Total ABOASF
	8,233	336	31	8,600
	11,090	538	31	11,659
	11,544	326	31	11,901
<b>Total</b>	<b>30,867</b>	<b>1,200</b>	<b>93</b>	<b>32,160</b>

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 32,160 ABOASF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. 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.

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- F. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
  2. 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.
- H. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

**PARAGRAPH 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)** is hereby deleted in its entirety and replaced as follows:

- A. **JONES LANG LASALLE** (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 **JONES LANG LASALLE** 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 **One** Rental Payment **\$65,043.60\*\*** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month **Two** Rental Payment **\$65,043.60\*\*** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

\*\* Rates rounded.

**PARAGRAPH 1.06 RENEWAL RIGHTS (SEP 2013)** is hereby deleted in its entirety and replaced as follows:

This Lease may be renewed at the option of the Government for a term of [REDACTED] renewal terms at the following rental rate(s):

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	OPTION TERM [REDACTED]		OPTION TERM [REDACTED]		OPTION TERM [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]					
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **60** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**PARAGRAPH 1.15 OPERATING COST BASE (SEP 2013)** is hereby deleted in its entirety and replaced as follows:

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$3.95** per RSF (**\$154,918.34/annum**).

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