

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62656
ADDRESS OF PREMISES HEYBURN BUILDING 332 WEST BROADWAY, SUITE 210 LOUISVILLE, KENTUCKY 40202-2114	PDN Number:

THIS AMENDMENT is made and entered into between **2006 HEYBURN BUILDING, LLC**
whose address is: 332 West Broadway
Suite 210
Louisville, KY 40202-2114

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 **November 2, 2015** as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to amend the effective for rent commencement.

Lease No. GS-04P- LKY62656, Page 1, "Lease Term", is hereby amended as follows:

LEASE TERM

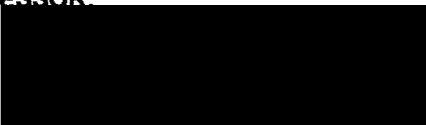
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 2, 2015** to **November 1, 2025**, for a period of Two (10) years, Five (5) Years Firm subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to the Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

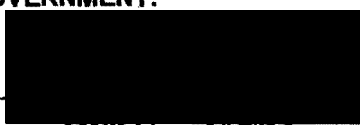
This Lease Amendment contains 2 pages.

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.

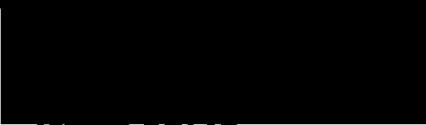
FOR THE LESSOR:

Signature: 
Name: _____
Title: OWNER
Entity Name: 2006 Heyburn Building, LLC
Date: 11/12/15

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/13/15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: SECURITY SUPERVISOR
Date: 11/12/15

Section 1, "The Premises, Rent, and other Terms", Section 1.3: Rent and other considerations (Sep 2013), Part A is hereby deleted and replaced with the following:

1.3 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM 11/2/2015-11/1/2020	NON FIRM TERM 11/2/2020-11/01/2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$14,760.00	\$14,760.00
TENANT IMPROVEMENTS RENT ²	\$ 14,993.23	\$0.00
OPERATING COSTS ³	\$ 6,199.20	\$ 6,199.20
PARKING ⁵	\$ 1,440.00	\$ 1,440.00
TOTAL ANNUAL RENT	\$37,392.43	\$22,399.20

¹Shell rent calculation:
 (Firm Term) \$8.00 per RSF (as rounded) multiplied by 1,845 RSF
 (Non Firm Term) \$8.00 per RSF (as rounded) multiplied by 1,845 RSF
²The Tenant Improvement Allowance of \$63,099.00 is amortized at a rate of 7 percent per annum over 5 years.
³Operating Costs rent calculation: \$3.36 per RSF (as rounded) multiplied by 1,845 RSF
⁵Parking costs described under sub-paragraph H below

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.

-----LAST ITEM-----

INITIALS:


 LESSOR

&


 GOVT