

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-L60140
ADDRESS OF PREMISES 100 YMCA DR MADISONVILLE, KY 42431-9019	PDN Number: N/A

THIS AMENDMENT is made and entered into between: M &R VENTURES, LLC

whose address is:

1185 OTTER LAKE LOOP
HANSON, KY 42413-9331

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 June 30, 2014 as follows:

The purpose of this Lease Amendment is to expand the rentable square footage pertaining to the Lease, and to clarify rental payments of the Lease. Paragraphs 1.01,1.03 and 1.11of the Lease are amended as follows:


1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 16,490 rentable square feet (RSF) of office and related space to be used for such purposes as determined by the Government. The Lessor and the Government agree to expand the premises leased to the Government by 3,700 RSF for space designated as "Block E" on the

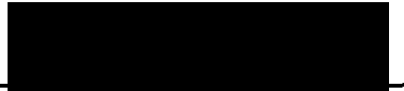
This Lease Amendment contains {2} pages.

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: RONALD V. SEEBARTH
Title: PRESIDENT
Entity Name: M & R VENTURES, LLC
Date: 7/11/2014

FOR THE GOVERNMENT:

Signature: 
Name: VICKI DENN
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/11/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: BARBARA FREDERICK
Title: SECRETARY
Date: 7-11-2014

second floor beginning July 1, 2014. The premises leased to the Government shall be individually designated as follows:

Space Designation	RSF
Block A 1 st floor	10,180
Block B 2 nd floor	1,000
Block C 2 nd floor	850
Block D 2 nd floor	760
Block E 2 nd floor	3,700
Total	16,490

3. The Government shall pay the Lessor estimated annual rent according to the following schedule:

<u>RSF</u>	<u>Term</u>	<u>Annual Rent</u>	<u>Shell Rent¹</u>	<u>Operating Cost²</u>	<u>Rate/RSF</u>
16,490	07/01/14 – 10/31/16	\$267,138.00	\$153,521.90	\$113,616.10	\$16.20*

¹Shell rent calculation: \$9.31 per RSF multiplied by 16,490 RSF

²Operating Cost rent calculation: \$6.89 multiplied by 16,490 RSF

4. Paragraph 1.11 is amended to read ... "the percentage of Government occupancy is established at 88.9%". The percentage of occupancy is derived by dividing the total Government Space of 16,490 RSF by the total Building space of 18,536 RSF.

INITIALS: GA & VRD
LESSOR GOVT