

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 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 provide a Notice To Proceed for Change Order No. 4, 7, 21 A-D, 22, 24-28 and 30-38 which is located in the Change Order Backup.

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 **April 1, 2016** as follows:

The purpose of this Lease Amendment is to serve as a Notice To Proceed (NTP) for the Change Orders related to the Tenant Improvements requested by the United States Department of Agriculture (Farm Service Agency, Natural Resources Conservation Service and Rural Development) agencies. Exhibit L - Change Order Pricing #1, shall be attached to this lease amendment and shall be made part of the lease contract to reflect the pricing for the requested change orders referenced above.

You are hereby authorized to proceed with the Change Orders listed above which is located in the Change Order Backup in the total amount not to exceed [REDACTED] Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment, the Change Orders have been reviewed and found fair and reasonable.

The Lessor hereby acknowledges that the Notice To Proceed (NTP) issued under this Lease Amendment does not authorize the expenditure of funds beyond the amount above. Any additional expenditures made but not first authorized by a General Services Administration Lease Contracting Officer in writing will be made at the Lessor's risk.

You are hereby authorized to proceed with construction of tenant improvement for the following changes:

This Lease Amendment contains two (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: [REDACTED]

Name: AT Isaac

Title: Property Manager

Entity Name: Corporate Drive, LLC

Date: April 1, 2016

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: Elicia R. Walker

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 4/13/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Anne L. Ralcyne

Title: Sr. Property Manager

Date: April 1, 2016

C/O #	Date	Description	Amount
4	09/01/15		
7	09/01/15		
21A	10/23/15		
21B	10/23/15		
21C	10/23/15		
21D	10/23/15		
22	10/13/15		
24	10/29/15		
25	11/02/15		
26	11/03/15		
27	11/03/15		
28	11/04/15		
30	12/28/15		
31	12/28/15		
32	12/28/15		
33	12/28/15		
34	12/28/15		
35	12/28/15		
36	01/06/16		
37	01/06/16	Instal	
38	2/16/16		
TOTAL			

The Tenant Improvements balance as of April 1, 2016 has been provided below.

Agency	Individual Agency TI Allowance	Cost to Government on NTP	TI Balance After NTP (Including OCIO)	Change Orders	TI Balance After Change Orders (Including OCIO)
	\$472,814.83	\$297,840.74	\$174,974.09		\$158,307.52
	\$463,200.41	\$302,614.20	\$160,586.21		\$146,444.51
	\$341,669.40	\$279,895.05	\$61,774.35		\$52,095.52
Total	\$1,277,684.64	\$880,349.99*	\$397,334.65		\$356,847.56

*TI Balance inclusive of improvements in the amount of \$110,464.80. A total of \$36,821.60 was included in each agency's TI Allowance.

**TI Balance inclusive of change orders in the amount of \$8,948.42. A total of \$2,982.81 was included in each agency's TI Allowance.

The agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this Lease Amendment unless approved by a General Services Administration Lease Contracting Officer. To enter into such agreements with the agency may result in unrecoverable costs for the Lessor.

Upon completion, inspection and acceptance of all space under the Lease Contract, the Government shall provide payment for the Change Orders related to the Tenant Improvements upon the commencement of rental payments for the Lease Contract.

INITIALS:


LESSOR

&


GOVT