

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 2

DATE

TO LEASE NO.
GS-04B-50023

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ADDRESS OF PREMISES 654 South 7th Street
Louisville, KY 40203-4022

THIS AGREEMENT made and entered into this date by and between JDL – Louisville, LLC

whose address is: 301 North Main Street
Suite 2300
Winston-Salem, NC 27101

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective June 1, 2011, as follows:

1. **Paragraph 2 (Term)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 01, 2011 through May 31, 2021, subject to termination and renewal rights as may be hereinafter set forth. Space will be accepted upon Lessor's provision of substantial completion of space, a certificate of occupancy, and acceptance by the Government."

2. **Paragraph 3 (Rental)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

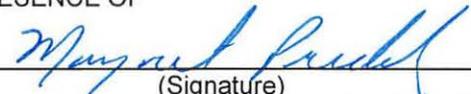
	Term	Annual Rent	Rate per RSF	Rate per OASF	Month Rent
Firm	06/01/11 - 05/31/18	\$ 701,050.12	\$ 40.25	\$ 43.24	\$ 58,420.84
Remaining	06/01/18 - 05/31/21	\$ 675,919.97	\$ 38.80	\$ 41.69	\$ 56,326.66

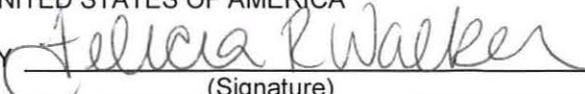
(continued on page 2)

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 above date.

LESSOR:

BY  President, JDL Castle Corporation, Manager
(Signature) (Title)

IN PRESENCE OF
 301 N. Main St. Ste. 2300 Winston-Salem NC 27101
(Signature) (Address)

UNITED STATES OF AMERICA
BY  CONTRACTING OFFICER
(Signature) GENERAL SERVICES ADMINISTRATION
(Official Title)

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For the Firm Term:				
	Annual Rent	Shell / Security	Operating Cost	TI
Total	\$ 701,050.12	\$ 472,122.56	\$ 121,435.38	\$ 107,492.18
pRSF	40.25	27.11	6.97	6.17

For the Remaining Term:				
	Annual Rent	Shell	Operating Cost	TI
Total	\$ 675,919.97	\$ 554,484.60	\$ 121,435.37	\$ -
pRSF	38.80	31.83	6.97	-

3. **Paragraph 4 (Termination Rights)** of the SF-2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Government may terminate this lease, in whole or in part, at any time after 05/31/18, by giving the Lessor at lease sixty (60) day notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

4. This Supplemental Lease Agreement serves as a Notice to Proceed (NTP) and establishes an additional lump sum payment amount for select items, as stated in the attached Appendix, Appendix A, and/or stated within this document.
5. This NTP is issued for a NOT TO EXCEED amount of \$11,955.74 which is inclusive of all fees and charges related to tenant Improvements, in accordance with the proposal provided by JDL Castle Corporation dated 03/03/11.
6. The Lessor is authorized to expend the bid amount of, \$1,685,767.99, which is inclusive of the initial authorized amount stated in SLA 1, plus an additional \$11,955.74 for approved change orders stated in Attachment A – SLA 2. The **total** project amount the Lessor is authorized to expend equates to \$1,697,723.73 ONLY.
7. The Government hereby agrees to reimburse the Lessor for the construction of tenant improvements in the amount of \$1,697,723.73, of which \$593,557.93 will be amortized over 84 months at 7.0% annual interest, payable monthly in arrears as a component of total rent. The remaining \$1,104,165.80 will be paid in a lump-sum payment after completion of the work and acceptance by the Government.

W
Lessor

Shaw
Govt.

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8. All invoices shall be sent to the U.S. General Services Administration at the addresses below with the following **PS# 0019276**. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government at any time. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor without any further action of the parties.

9. Lessor shall provide proper invoice, referencing this **PS# 0019276**, per instructions stated below:

An invoice for payment must be submitted as follows:

COPY

General Services Administration
 Property Acquisition & Realty Services (4PEA)
 77 Forsyth Street, Room 500
 Atlanta, GA 30303

ORIGINAL

General Services Administration
 Greater Southwest Finance Center (7BCP)
 P. O. Box 17478
 Fort Worth, TX 76102-0478

-OR-

Submit invoices electronically through the Finance Web-site at www.finance.gsa.gov. When submitting the initial invoice, you will need to register for a "Password." This web-site will also allow vendors to research the payment on-line.

A proper invoice must include:

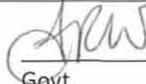
- Name of your Business Concern, Invoice Date, and original signature.
- Lease Contract No., Supplemental Agreement No., and building location
- Description, Price, and quantity of property and services actually delivered
- You must note the "Payment Document (PS) Number" on your invoice prior to sending the original copy of the Invoice to GSA-Fort Worth, TX, or submitting the invoice electronically.**
- Tax ID No. of the approved Payee under the Lease that will receive the payment

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.



 Lessor



 Govt.