

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-50080	DATE 15 JULY 2011	PAGE 1 of 3
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ADDRESS OF PREMISES  
717 W. Broadway, Louisville, KY 40202

**THIS AGREEMENT**, made and entered into this date by and between LESSOR, JDL-Louisville 2, LLC whose address is whose address is 301 N. Main Street  
SUITE 2300  
Winston Salem, NC 27101

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 order tenant improvements which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

**Paragraph 16 of the lease is hereby deleted in its entirety and replaced as follows:**

16. Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1A of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Continued on Page 2

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR**

SIGNATURE  <i>President, JDL Castle Corporation, Manager</i>	NAME OF SIGNER DAVID SHANNON
ADDRESS 301 N.Main St. Ste.2300 Winston-Salem NC 27101	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER MARGARET PRIDDY
ADDRESS 301 N.Main St. Ste.2300 Winston-Salem NC 27101	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER FRED BURGETT OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
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**SUPPLEMENTAL LEASE AGREEMENT NO. 01**

**LEASE NO. GS-04B-50089**

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<u>Year</u>	<u>Shell Rental</u>	<u>TI</u>	<u>Op Cost (in lease)</u>	<u>Total/sf</u>	<u>Annual</u>
1	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
2	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
3	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
4	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
5	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
6	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
7	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
8	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
9	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
10	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
11	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
12	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
13	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
14	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
15	\$28.98	\$3.73	\$6.98	\$39.69	\$2,381,400.00
16	\$32.71	\$0	\$6.98	\$39.69	\$2,381,400.00
17	\$32.71	\$0	\$6.98	\$39.69	\$2,381,400.00
18	\$32.71	\$0	\$6.98	\$39.69	\$2,381,400.00
19	\$32.71	\$0	\$6.98	\$39.69	\$2,381,400.00
20	\$32.71	\$0	\$6.98	\$39.69	\$2,381,400.00

The Tenant Improvement Allowance of \$2,074,420.00, which is included in the rent, using a 7% amortization rate over the lease firm term of 15 years has been exceeded. The total cost of T/I submitted by the lessor is \$2,994,388.40. The T/I costs to construct the space in accordance the lease contract, the attached approved Design Intent Drawings, and the scope of work provided with the lease exceeds the Tenant Improvement Allowance by \$919,968.40. The \$919,968.40 overage in the Tenant Improvement (TI) costs shall be reimbursed to the lessor in a onetime lump sum payment which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

All other terms and conditions of the lease shall remain in force and effect

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INITIALS:  LESSOR  
 GOV'T

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**SUPPLEMENTAL LEASE AGREEMENT NO. 01**  
**LEASE NO. GS-04B-50089**  
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This Supplemental Lease Agreement (SLA No. 01) has been prepared to issue acceptance and notice to proceed of the Lessor's proposal in the amount of \$2,994,388.40. The IGE has been received and the cost has been determined to be fair and reasonable.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you must mail the invoice to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Fred H. Burgett  
Lease Contracting Officer  
4232 Indiana Circle  
Pace, Florida 32571

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PS #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

**The balance of this document is intentionally left blank.**

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INITIALS:           *w*           &           *FB*            
LESSOR & GOV'T