

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 5</b>
	<b>TO LEASE NO. GS-04P-LKY60266</b>
<b>ADDRESS OF PREMISES</b> 2424 Sir Barton Lexington, KY 40509-2522	PDN Number: PS0038021 RWA Number: N1602164

THIS AMENDMENT is made and entered into between Southwynd, LLC

whose address is: 525 Darby Creek Road  
Suite 34  
Lexington, KY 40509-1688

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: establish the Tenant Improvement Allowance and BSAC used; accept the Tenant Improvements made to the Premises; and, to establish the commencement date, rent table, and economic terms of the Lease for the for the Bureau of Alcohol, Tobacco and Firearms at 2424 Sir Barton, Lexington, KY 40509-2522.

1. The Tenant Improvements made to the Premises have been inspected and are hereby accepted by the Government. The start date for Rent is hereby established as March 1, 2017.
2. The Commencement Date of this Lease is hereby established as March 1, 2017. The Government shall have and hold the Premises with their appurtenances for the term beginning upon March 1, 2017 and continuing for a period of Ten (10) Years, Five (5) Years Firm at the rates in Lease Paragraph 1.03 (as amended below).
3. In accordance with Lease Paragraphs 1.03.C and 1.08, the amount of Tenant Improvement Allowance used is hereby established as \$592,720.82. The amount of \$335,164.85 for TIA and \$21,000.00 for BSAC will be amortized in accordance with Lease Paragraphs 1.03 and 1.08. The amount of \$236,555.97 will be paid via lump sum by the Government. For payment of the lump sum amount, please register as a vendor at [www.finance.gsa.gov](http://www.finance.gsa.gov) where an initial password will be issued, and then follow the directions for invoice submittal. Please include the following PS# on your invoice: PS#0038021. Pricing for additional change orders is under review by the Government. Upon approval and funding by the tenant Agency, another lease amendment will be issued establishing an additional lump sum payment

This Lease Amendment contains 3 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:

FOR THE GOVERNMENT:

Signature:   
 Name: Steve Wright  
 Title: Member  
 Entity Name: Southwynd  
 Date: 4/16/17

Signature:   
 Name: Shontise Mangham  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 04/13/17

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: Caroline Gordon  
 Title: Accountant  
 Date: 4.16.17

to be made by the Government to the Lessor. Based on the TIA and BSAC above, the rent table for Lease commencement is established as follows:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$160,003.20	\$159,139.33
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$77,756.11	\$0.00
OPERATING COSTS <sup>3</sup>	\$44,007.81	\$44,007.81
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$4,871.87	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$286,638.99</b>	<b>\$203,147.14</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.17 per RSF multiplied by 9,320 RSF; \$19.07 per ABOASF multiplied by 8,388 ABOASF  
 (Non-firm Term) \$17.08 per RSF multiplied by 9,320 RSF; \$18.97 per ABOASF multiplied by 8,388 ABOASF

<sup>2</sup>The Tenant Improvement Allowance of \$335,184.85 is amortized at a rate of 8.00 percent per annum over 5 years. This equates to \$8.34 per RSF multiplied by 9,320 RSF; \$9.27 per ABOASF multiplied by 8,388 ABOASF (over the Firm Term only).

<sup>3</sup>Operating Costs rent calculation: \$4.73 per RSF multiplied by 9,320 RSF; \$5.26 per ABOASF multiplied by 8,388 ABOASF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$21,000.00 is amortized at a rate of 8.00 percent per annum over 5 years. This equates to \$0.52 per RSF multiplied by 9,320 RSF; \$0.58 per ABOASF multiplied by 8,388 ABOASF (over the Firm Term only).

<sup>5</sup>Parking 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."

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,388 ABO SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$Zero per parking space per month (structured/inside), and \$Zero per parking space per month (surface/outside)."

4. The final amount of commission and commission credit established in Lease Paragraph 1.04 (as amended by LA 2) is hereby confirmed as:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission will be payable to Studley, Inc. with the remaining [redacted] which is the Commission Credit, to be credited to

INITIALS:  LESSOR &  GOVT

the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$23,886.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$23,886.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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