

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-62223	DATE 12/12/2012	PAGE 1 of 3
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ADDRESS OF PREMISES
Barkley Centre
125 Memorial Drive, 1st Floor
Paducah, Kentucky 42001 - 6793

THIS AGREEMENT, made and entered into this date by and between **Stonewall Holdings, LLC**

whose address is **139 Memorial Drive**
Paducah, Kentucky 42001 - 6793

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 effective **September 1, 2012** as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to issue a Notice To Proceed (NTP), amend the Tenant Improvement Costs and establish the effective date of the lease contract.

This serves as Notice To Proceed (NTP) for the tenant improvements for the [REDACTED] agency's space located in the Barkley Centre building at 125 Memorial Drive in Paducah, Kentucky.

The Notice To Proceed (NTP) is issued and shall NOT EXCEED the amount of \$25,266.66. The Lessor hereby acknowledges that the Notice To Proceed (NTP) issued under this Supplemental Lease Agreement does not authorize the expenditure of funds beyond the amount above. Any additional expenditures made but not first authorized by a General Services Administration Contracting Officer in writing will be made at the Lessor's risk.

The occupying tenant 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 agreement unless approved by a General Services Administration Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

As part of the Tenant Improvement Allowance of \$25,266.66, the Lessor shall be responsible for the following:

- Moving, protecting and returning of furnishings as needed in order to complete the full tenant improvement (TI) scope in both the newer and older portions of the space.
- The newer portion of the space – referred to as "Space A" which includes 2,100 ABOASF / RSF – will receive carpet cleaning and painting of the woodwork only.
- The older portion of the space – referred to as "Space B" which includes 2,800 ABOASF / RSF – will receive the full TI scope as expected at closing to include new carpeting and painting throughout. The painting is expected to be performed on all walls, woodwork and inclusive of wall repairs where needed.
- All TI work shall be completed under the supervision of the Agency's local staff and be completed after normal business hours Monday through Friday. Work may also be performed over the weekends.

By acceptance of this SLA, the Lessor further substantiates that no costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by a SLA and a Notice To Proceed will be issued.

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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

SIGNATURE [REDACTED]	NAME OF SIGNER <i>BURTON A WASHBURN, MANAGER</i>
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ADDRESS 139 Memorial Drive, Paducah, Kentucky 42001 - 6793

IN THE PRESENCE OF (SIGNATURE) [REDACTED]	NAME OF SIGNER <i>Jayme McClure</i>
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UNITED STATES OF AMERICA

SIGNATURE [REDACTED]	NAME OF SIGNER Teverra E. Pittman
	OFFICIAL TITLE OF SIGNER Contracting Officer

AUTHORIZED
 Previous edition is not usable

The Tenant Improvement Bid (titled Exhibit B) is hereby made apart of the lease contract.

The Lessor shall have sixty (60) working days to complete the Tenant Improvements and five (5) days to submit a schedule for the Tenant Improvements in accordance with paragraph 5.10 Construction Schedule And Acceptance Of Tenant Improvements (SEP 2009), Section F. Construction Of Tenant Improvements of the SFO.

Paragraph 2 of the Standard Form 2 (SF2) is hereby deleted in its entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, five (5) year firm term, beginning September 1, 2012 through August 31, 2022, subject to termination and renewal rights as may be hereafter set forth.

Paragraph 3 of the SF2 is hereby deleted in its entirety and replaced as follows:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
Sept. 1, 2012 – Aug. 31, 2017	\$86,540.33	\$17.66	\$17.66	\$7,211.69
Sept. 1, 2017 – Aug. 31, 2022	\$88,837.00	\$18.13	\$18.13	\$7,403.08

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in Paragraph 1.

Note 2. The rate per ABOASF is determined by dividing the total annual rent by the ABOASF set forth in Paragraph 1.

Paragraph 4 of the SF2 is hereby deleted in its entirety and replaced as follows:

4. The Government may terminate this lease, in whole or in part, at any time on or after August 31, 2017, by giving the Lessor at least sixty (60) days' notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 8 of the SF2 is hereby deleted in its entirety and replaced as follows:

8. The rental rate in Paragraph 3 for the period of Year 1 through Year 5 includes all Tenant Improvements (TI). In accordance with Paragraph 3.2 of SFO 0KY2007, a total of \$25,266.66 for the Tenant Improvement Allowance shall be amortized at an interest rate of 0.000% over five (5) years yielding an annual cost of \$5,053.33 at a rate of \$1.0313 per ABOASF (\$1.0313 per RSF). The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings. **Lessor agrees that should the Government vacate the premises after August 31, 2017, the Government is not responsible for any unamortized unpaid TI.**

Paragraph 18 of the SF2 is hereby deleted in its entirety and replaced as follows:

18. In accordance with SFO 0KY2007 Paragraph 2.2 Broker Commission and Commission Credit, Jones Lang LaSalle ("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 two parties. Due to the Commission Credit described in SFO 0KY2007 Paragraph 2.2, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to 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 period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$7,211.69 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$7,211.69 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

INITIALS: Lessor: [Signature] Government: [Signature]