

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62223
ADDRESS OF PREMISES Barkley Centre 125 Memorial Drive, 1 st Floor Paducah, Kentucky 42001 - 6793	PDN Number: N/A

THIS AMENDMENT is made and entered into 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 to amend the Tenant Improvement costs in order to appropriately account for the addition of Department of Labor (Office of Workers Compensation Programs) agency's security requirements.

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 **September 1, 2012** as follows:

USE OF THE GSA FORM 276 SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT."

In addition to the original Tenant Improvement (TI) costs of \$25,266.66 approved for the build-out of the space as outlined in SLA1 / Notice To Proceed, an additional expenditure of \$9,215.19 to complete an Agency requested security scope has been approved by GSA resulting in a total TI cost, which shall NOT EXCEED **\$34,481.85**. The Agency's security scope of work and the Lessor's bid to complete the required scope is hereby made apart of the lease contract and included as EXHIBIT C as outlined below:

- A [REDACTED] to be placed facing the [REDACTED]: **Option A** (as outlined in EXHIBIT C).
- Posting of "NO FIREARMS" sign on all doors – not just in the lobby.
- [REDACTED]: **Option A and B** (as outlined in EXHIBIT C).

This Lease Amendment contains three (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:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: MANAGER
 Entity Name: STONEWALL HOLDINGS LLC
 Date: 5/15/2013

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 05/29/2013

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 Date: 5/15/2013

The Lessor hereby acknowledges that this Lease Amendment does not authorize the expenditure of funds in excess of the following amount: \$34,481.85. Any additional expenditure made but not first authorized by a General Services Administration Lease 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 Amendment unless approved by a General Services Administration Lease Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

By acceptance of this Lease Amendment, 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 Lease Amendment and a Notice To Proceed will be issued.

The Lessor shall have sixty (60) working days to complete the Tenant Improvements (to include the security scope) 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 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	\$88,383.37	\$18.04	\$18.04	\$7,365.28
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 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 **\$34,481.85** for the Tenant Improvement Allowance shall be amortized at an interest rate of 0.000% over five (5) years yielding an annual cost of \$6,896.37 at a rate of \$1.4074 per ABOASF (\$1.4074 per RSF). The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings and the Agency security scope as outlined in EXHIBIT B. **Lessor agrees that should the Government vacate the premises after August 31, 2017, the Government is not responsible for any unamortized unpaid TI.**

Paragraph 9 of the SF2 is hereby deleted in its entirety and replaced as follows:

9. In accordance with Paragraph 1.1 (Building Shell Requirements) of SFO No. 0KY2007, the annual shell rent for Year 1 through Year 5 is established as \$60,711.00 yielding \$12.39 per ABOASF (\$12.39 per RSF) and for Year 6 through Year 10 is established as \$68,061.00 yielding \$13.89 per ABOASF (\$13.89 per RSF) which is inclusive of the rental rate in Paragraph 3.

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.

INITIALS:  & 
 LESSOR & GOVT

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 \$7,365.28 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$7,365.28 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

INITIALS:  & 
LESSOR GOVT