

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. **GS-04B- 59137**

**THIS LEASE, made and entered into this date by and between MSDG Tallahassee, LLC**

whose address is

2600 Chandler Drive  
Bowling Green, KY 42104

and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:**

1. The Lessor hereby leases to the Government the following described premises to be used for office and related purposes by the United States Government:

A total of 12,653 rentable square feet (RSF), consisting of 11,164 ANSI/BOMA Office Area square feet of newly constructed office and related space to be located on the entire second floor, Southwood Development, Lots 7 and 8, Leon County, (exact address to be determined), Tallahassee, FL. In addition, seventy-six (76) parking spaces will be located on site

**to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2010 through July 31, 2020, or sooner if possible 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 and a certificate of occupancy.
3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

| Term                                  | Annual Rent   | Rate per RSF | Rate per OASF | Monthly      |
|---------------------------------------|---------------|--------------|---------------|--------------|
| Firm Term:<br>08/01/10 - 7/31/15      | \$ 477,650.75 | \$37.75      | \$42.78       | \$ 39,804.23 |
| Remaining Term:<br>08/01/15 - 7/31/20 | \$ 442,222.35 | \$34.95      | \$39.61       | \$ 36,851.86 |

For the firm term, the Government's annual rental payment of \$477,650.75 (\$37.75 per RSF) includes: annual shell rent of \$311,263.80 (\$24.60 per RSF), annual TI amortization of \$90,468.95 (\$7.15 per RSF), and annual operating rent of \$75,918.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

For the remaining term, the Government's annual rental payment of \$44 (\$36.95 per RSF) includes: annual shell rent of \$366,304.35 (\$28.95 per RSF), no TI amortization, and annual operating rent of \$75,918.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

4. The Government may terminate this lease, in whole or in part, at any time on or after 8/1/15, 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 day of mailing.

DBL edp

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
N/A
6. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per BOMA office area square foot (OASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA office area square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MSDG Tallahassee, LLC  
2600 Chandler Drive  
Bowling Green, KY 42104

Prior to final occupancy and commencement of rent, Lessor will sign up for electronic funds deposit.

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8FL2372 as amended on July 1, 2009.
  - B. Build-out in accordance with Solicitation for Offers 8FL2372. The Lessor shall prepare space layouts (Design Intent Drawings) at its own expense which shall be completed within one hundred and twenty (120) working days from date of lease award. All tenant alterations are to be completed within one hundred and eighty (180) calendar days from receipt of notice to proceed with agency approved working/construction drawings. Lease term is to be effective upon substantial completion and receipt of the Certificate of Occupancy, if different from Paragraph 2.
  - C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer or Representative.
  - D. Lessor shall provide parking spaces in accordance with Paragraph 1 of this lease.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers (SFO) No. 8FL2372 dated 3/5/09 as amended July 1, 2009
  - B. GSA Form 3517 entitled General Clauses (Rev. 11/05),
  - C. GSA Form 3518 entitled Representations and Certification (Rev. 1/07),
  - D. Floor Plans by reference

D6C idp