

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/2/12

LEASE NO. GS-04B-61182

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

Whose address is 2600 Chandler Drive
Bowling Green, KY 42104-6201

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 7,189 Rentable Square Feet (RSF) of contiguous office and related space, consisting of 6,370 ANSI/BOMA Office Area Square Feet (ABOASF) to be located on the 1st floor of the building known as [REDACTED], 1060 Gibson Bay Drive, Richmond (Madison County), KY 40475-3448, in addition to forty-three (43) surface parking spaces.

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 of ten (10) years, five (5) year firm term, years beginning January 23, 2012 through January 22, 2022, subject to termination and renewal rights as may be hereafter set forth.

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>
01/23/12 – 01/22/17	\$190,652.28	\$26.52	\$29.93	\$15,887.69
01/23/17 – 01/22/22	\$175,771.05	\$24.45	\$27.59	\$14,647.59

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

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after January 23, 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.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
DELETED	DELETED	DELETED	DELETED	DELETED

provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

INITIALS:


Lessor

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Gov't

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF 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 Richmond LLC
2600 Chandler Drive
Bowling Green, KY 42104-0000

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 0KY2053.
 - B. Buildout in accordance with Solicitation for Offers 0KY2053. Construction Drawings (CDs) shall be prepared by the Lessor and due to the Government within twenty (20) working days subsequent to receipt of Government prepared and approved Design Intent Drawings (DIDs). All tenant alterations are to be completed within sixty (60) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
 - C. Lessor shall provide forty-three (43) surface parking spaces, at no additional cost to the Government.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers (SFO) 0KY2053.
 - B. Special Requirements, The [REDACTED] – Atlanta Region Office Space Specifications and Requirements, Richmond, KY
 - C. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - D. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - E. Exhibit A: Floor Plan.

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

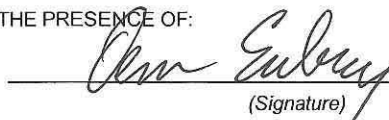
LESSOR: **MSDG Richmond LLC**

BY


(Authorized Signature)

DAVID G. CHANDLER MARILYN MUMFORD
(Signature)

IN THE PRESENCE OF:


(Signature)

2600 Chandler Drive Bowling Green, Ky 42104
(Address)

UNITED STATES OF AMERICA

BY


(Signature)

SHONTISE C. MANGHAM, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The rental rate in Paragraph 3 for the period of Year 1 through Year 5 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 0KY2053, the Tenant Improvement allowance (T/I) provided in the lease is \$37.392 per ABOASF, or a total of \$238,187.04 amortized at an interest rate of 5.00% over five (5) years yielding an annual cost of \$53,938.60 at a rate of \$8.47 per ABOASF (\$7.50 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the T/I cost exceeds \$37.392 per ABOASF (for up to 6,370 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$37.392 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out. **Lessor agrees that should the Government vacate the premises after the fifth year, the Government is not responsible for any unamortized unpaid T/I.**
10. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 0KY2053, the annual shell rent for Year 1 through Year 5 is established as \$93,579.68 yielding \$13.017064960 per RSF (\$13.02 per RSF rounded)/\$14.69 per ABOASF and shell rent for Year 6 through 10 is established as \$132,637.05 yielding \$18.45 per RSF/\$20.82 per ABOASF which is inclusive of the rental rate in Paragraph 3.
11. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0KY2053, the percentage of Government occupancy is established as 100% (based on total building area of 7,189 RSF and the Government's occupancy of approximately 7,189 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
12. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 0KY2053, the annual operating rent for Years 1 through 10 is established as \$43,134.00 yielding an escalation base of \$6.00 per RSF per RSF/\$6.77 per ABOASF which is inclusive of the rental rate in Paragraph 3.

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15. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
16. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 0KY2053.
- A. Provision of emergency illumination in corridors, stairways and office space.
 - B. Provision of exit lights in corridors.
 - C. Provision of (2) exits on each floor occupied by the Government.
 - D. Provision of a fire extinguisher near every exit.
17. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 0KY2053.
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
18. In accordance with SFO 0KY2053 Paragraph 2.3 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 0KY2053 Paragraph 2.3, 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:

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First Month's Rental Payment of \$15,887.69 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$15,887.69 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

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