LEASE NO. GS-04P-LNC60132

This Lease is made and entered into between

MSDG Henderson, LLC

(Lessor), whose principal place of business is 2600 Chandler Drive, Bowling Green, KY 42104-6201 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

858 S. Beckford Drive Henderson, NC 27536-3487

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon November 19, 2014 the Lease Term Commencement Date, and expiring on November 18, 2024 for a period of

Ten (10) Years, Five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, he fully executed Lease to the Lessor.

	FOR TH	
Name: DRUED G. CHOUNTEL	Name:	
Title: MGNEL	Title: Lease Contracting Officer	
Entity Name: MSNg WWW.DN WW	General Services Administration, Public Buildings Service	
Date: 1.12.15	Date: 1/20/2015	
WITNE		
Name: Segals turb ry		
Title: Prop Mant		
Date: 1/12/15		

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-04P-LNC60132

GOVERNMENT:

GSA FORM L201C (09/13)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

THE PREMISES (JUN 2012) 1.01

The Premises are described as follows:

- Office and Related Space: 8,668 rentable square feet (RSF), yielding 7,799 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the entire first floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.
- Common Area Factor: The Common Area Factor (CAF) is established as 1.11142454 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

EXPRESS APPURTENANT RIGHTS (SEP 2013) 1.62

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: Forty-three (43) parking spaces as depicted on the plan attached hereto as Exhibit C reserved for the exclusive use of the Government, of which zero (0) shall be structured/inside parking spaces, and forty-three (43) shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- INTENTIONALLY DELETED В.

RENT AND OTHER CONSIDERATION (SEP 2013) 1.03

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates; A.

	THRU NOVEMBER 18, 2019	NOVEMBER 19, 2019 THRU NOVEMBER 18, 2024 ANNUAL RENT	
SHELL RENT ¹	\$129,153.20	\$139,554.80	
TENANT IMPROVEMENTS RENT ²	*	\$0.00	
OPERATING COSTS	\$55,475.20	\$55,475.20	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)4	\$0.00	\$0.00	
Parking ⁶	\$0.00	\$0.00	
TOTAL ANNUAL RENT	\$184,628.40	\$195,030.00	

- 1 Shell rent calculation: (Firm Term) \$14.90 per RSF multiplied by 8,668 RSF (Non-Firm Term) \$16.10 per RSF multiplied by 8,668 RSF.
- ² The maximum Tenant Improvement Allowance (TIA) is established at \$68,507.83. This component of the rent shall not activate until construction is complete and the required improvements are delivered and accepted by the Government. Once the space is accepted, the Total Annual Rent stated above will be adjusted to include the amortized tenant improvement component and memorialized in a Lease Amendment (LA).
- Operating Costs rent calculation: \$6.40 per RSF multiplied by 8,668 RSF
- ⁴Building Specific Amortized Capital (BSAC) of \$0.00 are is amortized at a rate of 0 percent per annum over 0 years
- 5Parking costs described under sub-paragraph H below

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- 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.
- INTENTIONALLY DELETED D.
- If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual E. number of days of occupancy for that month.
- 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:
 - The leasehold interest in the Property descriped in the paragraph entitled "The Premises."

LEASE NO. GS-04P-LNC60132, PAGE 1 GOVERNMENT GSA FORM L201C (09/13)

- 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. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

- A. CBRE, INC (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission will be payable to CBRE, INC with the remaining of 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 following acceptance of the tenant improvements (and after the full rental has been established) 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 following acceptance of the tenant improvements (and after the full rental has been established) and continue until the credit has been fully recaptured in equal monthly installments over the shortest time predictable.
- C. The commission and Commission Credits are subject to change based on adjustments outlined under the paragraph "Rent and Other Considerations."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

	Nozof	
DOCUMENT NAME	PAGES	EXHIBIT
LEGAL DESCRIPTION	1	Α
FLOOR PLAN(S)	1	В
PARKING PLAN(S)	1	C
AGENCY SPECIFIC REQUIREMENTS DATED MAY 10, 2012	12	D
AGENCY SCOPE OF WORK	1	E
AGENCY ACRYLIC STRIPS SCOPE OF WORK	1	F
ADDITIONAL SECURITY REQUIREMENTS LEVEL II	6	G
GSA FORM 3517B GENERAL CLAUSES	48	Н
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	l l
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. 2NC0320	3	J
BUILDING SECURITY UNIT PRICE LIST	2	К

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$38.79 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of five (5) percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
- B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to

LESSOR. GOVERNMENT:

GSA FORM L201C (09/13)

LEASE NO. GS-04P-LNC60132, PAGE 2

make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:
 - 1. Reduce the TI requirements;
- 2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 - 3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OF TI CONSTRUCTION COSTS)	\$1.00
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	11%

- 1.11 INTENTIONALLY DELETED
- 1.12 INTENTIONALLY DELETED
- 1.13 INTENTIONALLY DELETED
- 1.14 INTENTIONALLY DELETED
- 1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.40 per RSF (\$55,475.20/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$3.00 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

\$0.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Please see section 7.02
- 1.20 INTENTIONALLY DELETED

LESSOR GOVERNMENT:

LEASE NO. GS-04P-LNC60132, PAGE 3

GSA FORM L201C (09/13)