

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

4/8/11

LEASE NO.

GS-04B-61041

THIS LEASE, made and entered into this date by and between  
MSDG Lawrenceburg, 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 agrees as follows:

1. The lessor hereby leases to the Government the following described premises:  
A total of 6,260 rentable square feet (RSF), consisting of 5,444 ANSI/BOMA Office Area square feet of office and related space located at 109 East Taylor Street, Lawrenceburg, Lawrence County, TN 38464-3722. [Included in the rent at no additional cost to the Government are 38 parking spaces for exclusive use of Government employees and patrons

to be used for such purposes as determined by the Government

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
November 1, 2011 through October 31, 2021, subject to termination  
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$  
at the rate of \$ per in arrears.  
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  
See Paragraph 19 for rent structure.

4. The Government may terminate this lease at any time by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computer 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:  
There is no renewal associated with subject lease. In paragraph 4, the paragraph is modified to clarify the Government may terminate this lease on or after November 1, 2016 by giving at least 60 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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.

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6. 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) No. 0TN2014 dated October 15, 2010
- B. Build out in accordance with standards set forth in SFO 0TN2014 dated October 15, 2010 and the Government's design intent drawings (DIDs) (See Section 5 of the SFO and any other areas that may reference standards). Government space plans shall be developed subsequent to award. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:



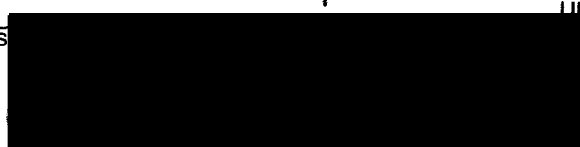
The General Provisions and Instructions

- A. Solicitation for Offers 0TN2014 dated October 15, 2010
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- D. Floor Plans are included by reference

8. The following changes were made in this lease prior to its execution:

None. See continuation pages 3-4 of the SF2.

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

LESSOR	
SIGNATURE	SIGNATURE
	
NAME OF SIGNER	NAME OF SIGNER
MSDG Lawrenceburg, LLC, David Chandler	
IN PRESENCE OF	
SIGNATURE	SIGNATURE
	
NAME OF SIGNER	NAME OF SIGNER
Dennis Embry	
UNITED STATES OF AMERICA	
S	NAME OF SIGNER
	April Campbell
	OFFICIAL TITLE OF SIGNER
	Contracting Officer

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9. The rental rate in Paragraph 17 of this Standard Form 2 for the period 11/1/11 through 10/31/16 includes all Tenant Improvements (TI) in accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 0TN2014. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$34.929721 per ANSI/BOMA Office Area square foot (5,444 ABOASF = \$190,157.40 shall be amortized through the rent for 5 years at the rate of 6% (\$8.11) PRSF/\$7.05 PABOASF), using end-of-month payments. Should the improvements be less than the Tenant Improvement Allowance (T/I) \$34.929721 per ANSI/BOMA Office Area square foot for 5,444 ABOA sq.ft. or \$190,157.40), the total annual cost of Tenant Improvements for the amortization period shall be \$44,121.50.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100% based on a building total of 6,260 and the Government's occupancy of 6,260 RSF.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.00 /RSF (\$37,560.00 per annum or \$6.90 per BOMA office area square foot).

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.14989 (6,260 RSF/5,444 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$6.90 PUSF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

15. Security costs in the total amount of N//A. Any security costs will be included in the tenant Improvements

16. In accordance with the SOLICITATION FOR OFFERS 0TN2014, Paragraph 9.7, Radon Certification, 2 days or 3 days testing, must be provided prior to occupancy. After initial testing of the premises only and no later than 90 days after occupancy, a follow-up test for a minimum of 90 days using alpha track detectors or electret chambers shall be completed. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and the Lessor will not be reimbursed.

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Lessor Government

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17. The Lessor and the Broker have agreed to a cooperative lease commission of [redacted] for the 60 months of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$12.90 PRSF. 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 \$13,537.25 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

-Second Month's Rental Payment \$13,537.25 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

-Third Month's Rental Payment \$13,537.25 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

18. The Lessor hereby waives restoration.

19. 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
11/01/11-10/31/16	\$ 162,447.00	\$25.95	\$29.84	\$ 13,537.25
11/01/16-10/31/21	\$ 149,927.00	\$23.95	\$27.54	\$ 12,493.92

For the firm term (yrs 1 - 5), the Government's annual rental payment of \$162,447.00 (\$25.95 per RSF) includes: annual shell rent of \$80,765.50 (\$12.90 per RSF), annual TI amortization of \$44,121.50 (\$7.05 per RSF) and annual operating rent of \$37,560.00 (\$6.00 per RSF) Note: There is no additional charge for parking.

For the remaining term (yrs 6 - 10), the Government's annual rental payment of \$149,927.00 (\$23.95 per RSF) includes: annual shell rent of \$112,367.00 (\$17.95 per RSF), and annual operating rent of \$37,560.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MSDG Lawrenceburg, LLC  
2600 Chandler Drive  
Bowling Green, KY 42104-6201

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

//////////////////////////////////////END OF SF-2//////////////////////////////////////

INITIALS MSL & dc  
Lessor Government