

8/18/09

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B- 59131

ADDRESS OF PREMISES: 10206 Covington Bypass, Covington GA 30014

THIS AGREEMENT, made and entered into this date by and between **MSDG Covington, LLC**

whose address is: 2600 Chandler Drive  
Bowling Green, KY 42104

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 24, 2009, as follows:

Paragraph 1 is hereby deleted in its entirety and replaced as follows: 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 16,543 in lieu of 16,000 rentable square feet (RSF), consisting of 14,951 in lieu of 14,460 ANSI/BOMA Office Area square feet of newly constructed office and related space located on the entire second floor, Covington By-Pass (exact address to be determined), Newton County, Covington, GA 30014. In addition, seventy-two (72) parking spaces will be located on site

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: 06/01/10 - 5/31/15	\$ 578,177.85	\$34.95	\$38.67	\$48,181.49
Remaining Term: 06/01/15 - 5/30/20	\$ 512,005.85	\$30.95	\$34.25	\$ 42,667.15

For the firm term, the Government's annual rental payment of \$578,177.85 (\$34.95 per RSF) includes: annual shell rent of \$351,869.61 (\$21.27 per RSF), annual TI amortization of \$127,050.24 (\$7.68 per RSF), and annual operating rent of \$99,258.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

For the remaining term, the Government's annual rental payment of \$512,005.85 (\$30.95 per RSF) includes: annual shell rent of \$412,747.85 (\$24.95 per RSF), and annual operating rent of 99,258.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

Continued on page 2 of 2

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 above date.

LESSOR MSDG COVINGTON, LLC

BY

David Chandler  
David Chandler, Authorized Official (Signature)

IN PRESENCE OF

Em Eulley  
(Signature)

Arthur M. Akint

2600 Chandler Drive Bowling Green, Ky 42104  
(Address)

UNITED STATES OF AMERICA

ELAINE PETERS

BY

Elaine A. Peters  
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

Paragraph 10 is hereby deleted in its entirety and replaced as follows: Tenant Improvement Items as specified in SOLICITATION FOR OFFERS 8GA2272 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Government, at its sole discretion may use all or part of the Tenant Alterations Allowance of \$35,7714 X 14,951 ABOASF for a total of \$534,818.20 amortized in the lease rental payments at 7% (\$7.68 PRSF, (\$8.504 PABOASF), using end-of-month payments. Should the improvements be less than the Tenant Improvement Allowance (T/I) (\$35,7714 ABOASF or \$534,818.20), a Supplemental Lease Agreement shall be executed between the Government and the Lessor reducing the amount of T/I (Alterations) being amortized into the lease payments.

Paragraph 12 is hereby deleted in its entirety and replaced as follows: In accordance with the SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.1.C (Common Area Factor), the common area factor (CAF) is established as 10.7% based on 16,543 RSF vs 14,951 ABOASF.

Paragraph 15 is hereby deleted in its entirety and replaced as follows: The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] for the [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED] in lieu of [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] in lieu of [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 \$21.27 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 \$48,181.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

-Second Month's Rental Payment \$48,181.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

The amount of [REDACTED] is due the broker for the remaining [REDACTED] of the [REDACTED] commission. [REDACTED] was previously paid lump sum to the broker. The amount of [REDACTED] is due and payable to the Broker.

Paragraph 17 is hereby deleted in its entirety and replaced as follows: The percentage of occupancy is 51.7% based on occupancy of 16,543 RSF and the building total sq.ft. of 32,000 RSF for tax purposes in accordance with SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.2.

////////////////////////////////////End of Supplemental Lease Agreement No. 1////////////////////////////////////

DR                      ldp  
Govt. Initials              Lessor Initials