

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/1/09

LEASE NO. **GS-04B- 59131**

THIS LEASE, made and entered into this date by and between MSDG Covington, 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 16,000 rentable square feet (RSF), consisting 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

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 June 1, 2010 through May 30, 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: 06/01/10 – 5/31/15	\$ 559,200.00	\$34.95	\$38.67	\$ 46,600.00
Remaining Term: 06/01/15 – 5/30/20	\$ 495,200.00	\$30.95	\$34.25	\$ 41,266.67

For the firm term, the Government's annual rental payment of \$559,200.00 (\$34.95 per RSF) includes: annual shell rent of \$340,320.00 (\$21.27 per RSF), annual TI amortization of \$122,880.00 (\$7.68 per RSF), and annual operating rent of \$96,000.00 (\$6.00 per RSF). Note: There is no additional charge for parking.

For the remaining term, the Government's annual rental payment of \$495,200.00 (\$30.95 per RSF) includes: annual shell rent of \$399,200.00 (\$24.95 per RSF), and annual operating rent of \$96,000.00 (\$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 06/01/15, 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.
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 Covington, 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) 8GA2272.
 - B. Build-out in accordance with Solicitation for Offers 8GA2272. 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. 8GA2272 dated 2/21/09
 - 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

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

LESSOR MSDG Covington, LLC

BY 
DAVID CHANDLER (Authorized Signature)

IN PRESENCE OF


(Signature)

Authorized Agent
(Title)

2600 Chandler Dr
Bowling Green KY 42104
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

BY 
ELAINE PETERS (Signature)

Contracting Officer
(Official title)- Contracting Officer

STANDARD FORM 2 EXCEPTION TO SF-2
COMPUTER GENERATED FORM (10/91)

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APPROVED BY GSA / IRMS 12-89

9. In accordance with SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.6(Overtime Usage), the overtime usage is ZERO per hour to the Government.
10. 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 14,460 ABOASF for a total of \$517,254.44 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 \$517,254.44), 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.
11. In accordance with the SOLICITATION FOR OFFERS 8GA2272, Paragraph 9.7 – 9.8, Radon Certifications, 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 Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
12. 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 16,000 RSF vs 14,460 ABOASF.
13. In accordance with the SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.3 (Operating Costs Base), base operating costs for services and utilities are established as \$96,000.00 (\$6.64per BOMA office area square foot; \$6.00 per rentable square foot) .
14. In accordance with the SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$4.43 PABOASF for vacated premises.
15. 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]. 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 \$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 \$46,600.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
-Second Month's Rental Payment \$46,600.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
16. Within five (5) days of occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc., problems can be taken care of immediately.
17. The percentage of occupancy is 50% based on occupancy of 16,000 RSF and the building total sq.ft. of 32,000 RSF for tax purposes in accordance with SOLICITATION FOR OFFERS 8GA2272, Paragraph 4.2.

INITIALS DGC. edp