

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 2

DATE

2/16/10

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 February 3, 2010, as follows:

1. This is your notice to proceed to construct/install the following tenant improvements:

General Conditions

(Final Cleaning \$2,300/\$Arch-Eng \$11,800)

Carpentry

Thermal Protection

Doors/Windows/Locks

Finishes

Specialties

Plumbing

Garbage Disposal

HVAC - separate system

Electrical

LANS System

Sub-Total

Overhead

Profit

Total

\$625,870.27

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, Authorized Official (Signature)

AUTHORIZED AGENT

IN PRESENCE OF

(Signature)

2600 Chandler Drive Bowling Green, Ky 42104
(Address)

UNITED STATES OF AMERICA

ELAINE PETERS

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$91,052.07 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

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), T/I total is \$625,870.27 minus \$534,818.20 = \$91,052.07 T/I overage to be paid via lump sum.

3. The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Elaine Peters, GSA CONTRACTING OFFICER
Suite 500
77 Forsyth St.
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

4. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.

5. The Lessor hereby waives restoration as a result of all improvements.

6. The timeline for completion of alterations requested in Paragraph 1 is 180 calendar days from the issuance of the Notice to Proceed.

7. Installation of work mentioned herein shall be coordinated with the tenant agency.

All other terms and conditions remain in full force and effect.

Initials: edp Jbl
GOV'T LESSOR