

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04B-61180
ADDRESS OF PREMISES 591 Westport Road, Elizabethtown, KY 42701-2949	PDN Number:

THIS AMENDMENT is made and entered into between **MSDG Elizabethtown, LLC**

whose address is: 2600 Chandler Drive,
Bowling Green, KY
42104-6201

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

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

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **Sep 18, 2013** as follows:

This Supplemental Lease confirms the lease term, adds Change Order No. 4, adjusts the rent, TI, and commission.

	JAN 7, 2013- JAN 6, 2018	JAN 7, 2018 - JAN 6, 2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$178,094.70	\$ 211,930.25
TENANT IMPROVEMENTS RENT ²	\$ 46,081.52	\$ 0
OPERATING COSTS ³	\$ 73,290.00	\$ 73,290.00
BUILDING SPECIFIC SECURITY ⁴	\$ 0	\$ 0
PARKING ⁵	\$ 0	\$ 0
TOTAL ANNUAL RENT	\$297,466.22	\$285,220.25

¹Shell rent (Firm Term) calculation: \$14.58 per RSF multiplied by 12,215 RSF

²The Tenant Improvement Allowance of \$203,491.02 is amortized at a rate of 5 percent per annum over 5 years (rounded).

³Operating Costs rent calculation: \$3.64 per RSF multiplied by 12,215 RSF

This Lease Amendment contains 2 pages.

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 below date.

FOR THE LESSOR



Signature: _____
Name: DAVID CHANDLER
Title: Owner
Entity Name: MSDG Tullahoma, LLC
Date: 9.18.13

FOR THE GOVERNMENT:



Signature: _____
Name: VELLERA DELOACH
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/17/13

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Dennis Embury
Title: Prop Mgmt
Date: 9/18/13

Paragraph 1.04 is deleted in its entirety and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Studley, Inc.** ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc.** with the remaining [REDACTED], which is 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 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 and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$24,788.85 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$24,788.85 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$24,788.85 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

Paragraph 1.09 is amended to reflect tenant improvements as \$196,377.42 (through LA3) plus ChgOrder 4 totaling \$7,113.60 per September 6, 2013 letter from Lessor and Backup page included by reference for a total T/I of \$203,491.02.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, their terms and conditions of this Agreement shall control and govern.

//////////////////////////////////// End of LA4 //////////////////////////////////////

INITIALS: DBL & VRD
LESSOR GOVT