

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B- 61041	DATE 8/13/12	PAGE 1 of 2
ADDRESS OF PREMISES 109 East Taylor Street, Lawrenceburg, Lawrence County, TN 38464-3722			

**THIS AGREEMENT**, made and entered into this date by and between MSDG Lawrenceburg, 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 contract as indicated below.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective August 3, 2012, as follows:

This Supplemental Lease amends costs associated with site construction alterations for additional LANS costs as outlined in B.L. Bennett's bid in letter form received 4/9/12. The following reflects final costs for this project:

SLA1 TOTAL (Divisions 1-16) Construction Costs dated 6/15/11	\$ 189,004.99
SLA1 Total Tenant Allowance in Lease	(\$ 190,157.40)
SLA1 TOTAL Construction Costs Balance of T/I available	\$ 1,152.41
SLA2 Chg to LANS System, add counter top/desk chg, acrylic strips, Change dwgs, etc.	[REDACTED]
Lessor contribution to change orders	(\$ 3,155.59)

**TOTAL CONSTRUCTION COST TO BE PAID TO LESSOR VIA LUMP SUM :** [REDACTED]

The Lessor will be issued a lump sum payment upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code No. is PS0023805 in the amount [REDACTED] must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.”

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

////////////////////////////////////CONTINUED ON PAGE 2 OF 2////////////////////////////////////

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

<b>LESSOR</b>	
SIGNATURE MSDG Lawren [REDACTED]	NAME OF SIGNER David Chandler
ADDRESS [REDACTED]	<i>David Chandler</i>

<b>IN PRESENCE OF</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER <i>Deana Embrey</i>
ADDRESS [REDACTED]	<i>2600 Chandler Drive Bowling Green Ky 42104</i>

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER April Campbell
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

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 this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of [REDACTED] upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

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

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

**Paragraphs 2, 4 and 19 are modified as follows:**

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2012 through June 30, 2022, subject to termination rights as may be hereinafter forth.
- 4. The Government may terminate this lease, in whole or in part, at any time on or after July 1, 2017 by giving at least 60 (sixty) 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.
- 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
07/01/12-06/30/17	\$ 162,447.00	\$25.95	\$29.84	\$ 13,537.25
07/01/17-06/30/22	\$ 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/\$29.84 Per OASF) includes: Annual shell rent of \$80,765.50 (\$12.90 per RSF/\$14.83 ABOASF), annual TI amortization rent of \$44,121.50 (\$7.05 per RSF/\$8.11 PABOASF) and annual operating rent of \$37,560.00 (\$6.00 per RSF/ \$6.90 PABOASF). 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/\$27.54 ABOASF) includes: Annual shell rent of \$112,367.00 (\$17.95 per RSF/\$20.64 PABOASF), and annual operating rent of \$37,560.00 (\$6.00 per RSF/\$6.90 PABOASF). 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 SLA2 \*\*\*\*\*

Initials: Lessor DGL Government ATC