

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B- 61041	DATE	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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2012, as follows:

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
07/01/2012 – 06/30/2017	\$ 162,440.80	\$25.95	\$29.84	\$ 13,536.73
07/01/2017 – 06/30/2022	\$ 149,927.00	\$23.95	\$27.54	\$ 12,493.92

For the firm term (yrs 1 – 5), the Government's annual rental payment of \$162,440.80 (\$25.95 per RSF) includes: Annual shell rent of \$80,765.50 (\$12.90 per RSF/\$14.84 ABOASF), annual TI amortization of \$44,115.30 (\$7.05 per RSF/\$8.10 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).

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.

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

LESSOR	
SIGNATURE MSDG Lawrenceburg, LLC	NAME OF SIGNER David Chandler
ADDRESS 2600 CHANDLER DRIVE BOWLING GREEN KY 42104	
IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER Dennis Embury
ADDRESS 2600 Chandler Drive Bowling Green Ky 42104	
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER April Campbell
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

9. The rental rate in Paragraph 17 of this Standard Form 2 for the period 11/1/11 through 10/31/16 includes all Tenant Improvements (TI) in accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 0TN2014. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$34.929721 per ANSI/BOMA Office Area square foot (5,444 ABOASF = \$190,157.40 shall be amortized through the rent for 5 years at the rate of 6% (\$8.11) PRSF/\$7.05 PABOASF), using end-of-month payments. Should the improvements be less than the Tenant Improvement Allowance (T/I) \$34.929721 per ANSI/BOMA Office Area square foot for 5,444 ABOA sq.ft. or \$190,157.40), the total annual cost of Tenant Improvements for the amortization period shall be \$44,115.30.

17. The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED]⁽⁷⁾⁽⁶⁾ for the 60 months 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 \$12.90 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 \$13,536.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

- Second Month's Rental Payment \$13,536.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

- Third Month's Rental Payment \$13,536.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

***** END OF SLA3 *****

Initials: Lessor DBL Government AC