

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/6/11

LEASE NO.

GS-04B-61062

THIS LEASE, made and entered into this date by and between
MSDG Tullahoma, LLC

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

and whose interest in the property hereinafter described is that of

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A total of 8,280 rentable square feet (RSF), consisting of 7,200 ANSI/BOMA Office Area square feet of office and related space located at 717 Kings Lane, Tullahoma, Coffee County, TN 37388-6429. [Included in the rent at no additional cost to the Government are 39 parking spaces for exclusive use of Government employees and patrons]

to be used for such purposes as determined by the Government

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

September 1, 2012 through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

See Paragraph 19 for rent structure.

4. The Government may terminate this lease at any time by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computer commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

There is no renewal associated with subject lease. In paragraph 4, the Government may terminate this lease on or after September 1, 2017 by giving at least 60 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.

provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. OTN2054 dated December 22, 2010.
- B. Design intent drawings (DIDs) in accordance with standards set forth in SFO OTN2054 dated December 22, 2010 and the Government's DIDs. DIDs shall be developed subsequent to award. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

The General Provisions and Instructions


- A. Solicitation for Offers OTN2054 dated December 22, 2010
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- D. Floor Plans are included titled OTN2054- Floor Plans.

8. The following changes were made in this lease prior to its execution:

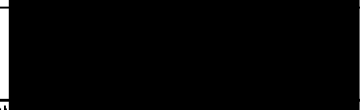
None.

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


LESSOR

SIGNATURE		SIGNATURE	
NAME OF SIGNER	MSDG Tullahoma, LLC, David Chandler	NAME OF SIGNER	

IN PRESENCE OF

SIGNATURE		SIGNATURE	
NAME OF SIGNER	Dennis Embry	NAME OF SIGNER	

UNITED STATES OF AMERICA

SIGNATURE		NAME OF SIGNER	April Campbell
		OFFICIAL TITLE OF SIGNER	Contracting Officer

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9. The rental rate in Paragraph 3 of this Standard Form 2 for the period 9/1/12 through 8/31/17 includes all Tenant Improvements (TI) in accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 0TN2054. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$34.92972 per ANSI/BOMA Office Area square foot (7,200 ABOASF = \$251,493.98 shall be amortized through the rent for 5 years at the rate of 6% (\$7.05) PRSF/\$8.10 PABOASF), using end-of-month payments should the improvements be less than the Tenant Improvement Allowance (T/I) \$34.92972 per ANSI/BOMA Office Area square foot for 7,200 ABOA sq.ft). The total annual cost of Tenant Improvements for the amortization period shall be \$58,351.19.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100% based on a building total of 8,280 RSF and the Government's occupancy of 8,280 RSF.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.00 /RSF (\$37,560.00 per annum or \$6.90 per BOMA office area square foot).

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.15 (7,200 RSF/8,280 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$6.90 PUSF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$ZERO per hour for the entire building or any portion thereof.

15. Security costs will be included in the tenant Improvements

16. In accordance with the SOLICITATION FOR OFFERS 0TN2054, Paragraph 9.7, Radon Certification, 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 the Lessor make changes without approval, the Government will not be responsible for the cost of those changes and the Lessor will not be reimbursed.

17. The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] 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:

INITIALS DGL & de
Lessor Government

