

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE 9-3-09

LEASE NO. GS-04B-59169

THIS LEASE, made and entered into this date by and between **IPC METROCENTER, LLC**

Whose address is 200 Athens Way
Nashville, TN 37228-1308

and whose interest in the property hereinafter described is that of OWNER

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 agree as follows:

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

A total of 9,869 Rentable Square Feet (RSF) of office and related space, consisting of 8,508 ANSI/BOMA Office Area Square Feet (ABOASF) on part of the third floor at Plaza One Metro Center, 220 Athens Way, Nashville, Tennessee 37228.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

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

May 1, 2010 through April 30, 2020 subject to termination

and renewal rights as may be hereafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
05/01/10 – 04/30/15	\$241,790.50	\$24.50	\$28.42	\$20,149.21
05/01/15 – 04/30/20	\$182,181.74	\$18.46	\$21.41	\$15,181.81

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

4. The Government may terminate this lease, in whole or in part, at any time on or after April 30, 2015, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
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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.

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

IPC MetroCenter, LLC
200 Athens Way
Nashville, TN 37228

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) No. 8TN2085.
 - B. Buildout in accordance with Solicitation for Offers 8TN2085. Design Intent Drawings (DIDs) shall be due to the Lessor within thirty (30) working days subsequent to lease award. All tenant alterations are to be completed within one-hundred twenty (120) working days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
 - C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the Government Contracting Officer.
 - D. Lessor shall provide one (1) reserved parking space as part of the lease, at no additional cost to the Government.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers 8TN2085.
 - B. Amendment Number 1 to SFO 8TN2085.
 - C. [REDACTED] Requirements for Space Occupied by the Agency.
 - D. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - E. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - F. Floor Plan entitled Plaza One Metro Center, Third Floor.

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

LESSOR: IPC MetroCenter, LLC

BY

(Authorized Signature)

James B. Boland

(Signature)

IN THE PRESENCE OF:

Sean J. Graves

(Signature)

303 N. Hurstbourne Pkwy, Ste 115, Louisville, KY 40222

(Address)

UNITED STATES OF AMERICA

BY

Stephanie L. Jones

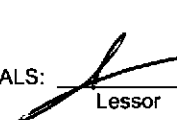
(Signature)

STEPHANIE L. JONES, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 8,508 ABOASF of office and related space, as identified in SFO 8TN2085.
10. The rent rate in Paragraph 3 for the period 05/01/10 through 04/30/15 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 8TN2085, the Tenant Improvement allowance (T/I) provided in the lease is \$37.45 per ABOASF, or a total of \$318,624.60 amortized at an interest rate of 7% over five (5) years at a rate of \$8.90 per ABOASF (\$7.67 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the tenant improvement cost exceeds \$37.45 per ABOASF (for up to 8,508 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$37.45 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell buildout.
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8TN2085, the shell rate is established as \$12.52 per ABOASF (\$10.79 per RSF) for years 1-5 and \$14.42 per ABOASF (\$12.42 per RSF) for years 6-10.
12. In accordance with Paragraph 4.1.C. (Measurement of Space) of SFO No. 8TN2085, the common area factor (CAF) is established as 16% or 1.16, based on 9,869 RSF and 8,508 ABOASF.
13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8TN2085, the percentage of Government occupancy is established as 7.01% (based on total building area of 140,727 RSF and the Government's occupancy of approximately 9,869 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO (except as noted for rent free space), and in accordance with GSA Form 3517B, GENERAL CLAUSES.
14. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 8TN2085, the escalation base is established as \$7.00 per ABOASF (\$6.04 per RSF).
15. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 8TN2085, the rental rate reduction is established as \$0.00 per ABOASF.
16. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 8TN2085, the hourly overtime usage for the entire space will be provided at \$35.00 per hour.

INITIALS:


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17. In accordance with Paragraph 5.14 (Waiver of Restoration) of SFO No. 8TN2085, the Lessor hereby waives all restoration rights.
18. In accordance with Paragraph 9.7 (Radon in Air) of SFO No. 8TN2085, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy, with results forwarded to the Contracting Officer. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required with results forwarded to the Contracting Officer.
19. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
20. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 8TN2085:
- A. Provision of emergency illumination in corridors, stairways, and office space.
 - B. Provision of exit lights in corridors.
 - C. Provision of two (2) exits on each floor occupied by the Government.
 - D. Provision of a fire extinguisher near every exit.
21. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 8TN2085:
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
22. In accordance with SFO NO. 8TN2085, Paragraph 2.2, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] 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. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as

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follows: [REDACTED] is due and payable within 30 days after lease award and the remaining [REDACTED] is payable at occupancy.

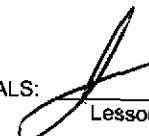
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$20,149.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$20,149.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

23. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.

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