

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-04B-61015

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 3,288 rentable square feet of Office and related space located in Nashville, Tennessee for occupancy not later than January 28, 2011 (date) for a term of 18 Months. Rentable space must yield a minimum of 2,835 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be on second floor or above.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:30 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	PAINTING FREQUENCY	(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency	Space	See Supplemental
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas	Lease Requirements
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency		for additional info.

3. OTHER REQUIREMENTS

* See Page 3 of 3 for additional Requirements.

1. Janitorial Services- Cleaning is to be performed during tenant working hours between 7:30 AM to 6:00 PM. The schedule should be coordinated with tenant.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):



PART II - OFFER (To be completed by Offeror/Owner)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 220 Athens Way Nashville, TN 37228-1311	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 4	b. ROOM NUMBER(S) Suite 400
	c. RENTABLE SQ. FT. 3,288	d. TYPE X GENERAL OFFICE " OTHER (Specify) " WAREHOUSE

B. TERM

To have and to hold, for the term commencing on January 28, 2011 and continuing through July 27, 2012 inclusive. The Government may terminate this lease at any time on or after July 27, 2011, by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

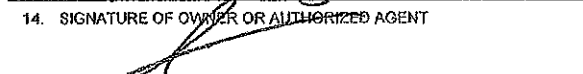
C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$66,669.84 (\$20.28 prsf/ \$ 23.52 ANSI BOMA Usable Sq. Ft)	9. MAKE CHECKS PAYABLE TO (Name and address) IPC Metrocenter, LLC C/O Southeastern Venture, LLC Att: Todd Alexander 220 Athens Way Nashville, TN 37228-1311
8. RATE PER MONTH \$5,555.82	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

IPC Metrocenter, LLC
C/O Southeastern Venture, LLC
Att: Todd Alexander
220 Athens Way
Nashville, TN 37228-1311

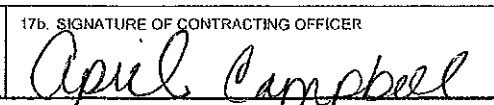
10b. TELEPHONE NUMBER OF OWNER (615) 250-8672	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING X OWNER X AUTHORIZED AGENT " OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT James B. Bismuth	13. TITLE OF PERSON SIGNING Vice President	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 12/6/10	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (Date)

PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, (d) Supplemental Lease Requirements, and (e) the following changes or additions made or agreed to by you:

1. GSA Form 3626 - Page 3 of 3
2. Exhibit 2 - Leased Area

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) April Campbell	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 12/9/10
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D. Part I, Page 1, Section B, Item 3, OTHER REQUIREMENTS, is hereby continued as follows:

- 1) Lessor shall furnish with initial offer a completed Safety and Environmental Management Prelease Certification Checklist.
- 2) Lessor shall provide test results of a three (3) day radon charcoal test performed on the lowest level of Government occupancy prior to award. Should unacceptable levels of radon exist (levels equal to or higher than 4 picocuries per liter), the Lessor shall correct this level, and provide that Government with test results to verify that radon levels are acceptable prior to occupancy at no additional expense to the Government.
- 3) The referenced space shall be restored to its original standard office condition upon expiration and/or termination of contract.

E. Part II, Page 2, Section C., Item 7, ANNUAL RENT, Continued

The following shall be added to item 7, "ANNUAL RENT":

- 1.) The base rate for operating costs escalation purposes is established at (\$7.57 pusf/\$6.53 prsf) per annum, per SFO Paragraph 14 (Operating Costs) of Supplemental Lease Requirement.
- 2.) The percentage of occupancy by the Government is 2.3%, based on Government occupancy of 3,288 square feet and total building area of 140,727 square feet, per paragraph 13 of Supplemental Lease Requirements.
- 3.) The rate for overtime usage reimbursement for services, maintenance and utilities after normal building operating hours is established at the rate of \$35.00 per hour per zone or entire space. The Government requires eleven hours of service running from 7:30 a.m. to 6:00 p.m. daily, excluding Saturday, Sunday, and holidays. See Paragraph 17 (Overtime Usage) Supplemental Lease Requirements.
- 4.) The common area factor (CAF) is established as 1.159.
- 5.) The rental rate consists of \$15.94 ANSI/BOMA Usable Sq. Ft and \$13.75 prsf for shell/base rent.