

**LEASE NO. GS-04B-62113**

This Lease is made and entered into between CUSTOMS HOUSE ASSOCIATES, LTD

("the Lessor"), whose principal place of business is 501 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE 37219-1203 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**CUSTOMS HOUSE, 701 BROADWAY, NASHVILLE, TENNESSEE, 37203-3975**

and more fully described in Section 1 and Exhibit A together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**5 Years, with 5 Years Firm term, commencing on or about April 9, 2012**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

*Customs House Associates, Ltd. General Partner*  
[Redacted Signature]

Name: DARRIN SHAWN WEBB

Title: PRES. CUSTOM HOUSE INC, General Partner

Date: 2-24-2012

**FOR THE GOVERNMENT:**

[Redacted Signature]

FELICIA R. WALKER

LEASE CONTRACTING OFFICER

Date: 2/27/12

**WITNESSED BY:**

[Redacted Signature]

Name: *Jerry W. Smith*

Title: *maintenance*

Date: 2-24-12

LESSOR *[Signature]* GOVERNMENT *[Signature]*

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

Office and Related Space: 2,234 rentable square feet (RSF), yielding 1,943 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 15%, located on the **FIRST** floor(s) and known as Suite(s) 124, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Lessor shall provide such parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Of this total, 4 shall be onsite reserved spaces and are depicted on Exhibit B of this lease contract.

**1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$26,374.56	\$11.805	\$N/A	\$N/A
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$ 12,993.12	\$5.82	\$ N/A	\$N/A <sup>3</sup>
OPERATING COSTS	\$ 10,434.88	\$4.67	\$ N/A	\$N/A
ONSITE PARKING	\$5,569.34	2.49		
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$ N/A	\$N/A	\$ N/A	\$N/A <sup>3</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$55,372.40</b>	<b>\$24.786</b>	<b>\$N/A</b>	<b>\$N/A</b>

<sup>1</sup>The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum over 5 years.  
<sup>2</sup>Building Specific Security Costs are amortized at a rate of N/A percent per annum over N/A years.  
<sup>3</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 1,976 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

[Type text]

G. Parking shall be provided at a rate of \$N/A per parking space per month (Structure), and \$116.04 per parking space per month (Surface).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	OPTION TERM, YEARS 6-10	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL TURNKEY RENTAL RATE	\$44,460.91	\$19.90
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 5 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 60 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE (AUG 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
AGENCY SPECIFIC REQUIREMENTS		N/A
ADDITIONAL SECURITY REQUIREMENTS		N/A
GSA FORM 3516 SOLICITATION PROVISIONS		C
GSA FORM 3517B GENERAL CLAUSES		D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		E
SMALL BUSINESS SUBCONTRACTING PLAN		N/A
SECURITY UNIT PRICE LIST		N/A
DESIGN INTENT DRAWINGS AND SCOPE		F

See 'F'

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

TURNKEY PRICING WITH PRE-AWARD DIDS (STREAMLINED) (AUG 2011)

The Lessor has agreed to total TI pricing of \$54,429.00 based on the approved DIDs included in Exhibit F. This amount is amortized in the rent over the firm term of this Lease at an interest rate of 7 percent per year.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 INTENTIONALLY DELETED (STREAMLINED) (SEPT 2011)

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" clause of this lease is 1.8 percent. The percentage of occupancy is derived by dividing the total Government space of 2,234 RSF by the total building space of 120,246 rentable square feet.

1.12 OPERATING COST BASE (AUG 2011)

[Type text]

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment Included in Offer" that the Lessor's base rate for operating costs shall be \$4.67 per rentable sq. ft (\$10,434.88/annum).

**1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by ~~\$3.50~~ per ABOA SF of space vacated by the Government.

*DSW  
ARW #2.83*

**1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$N/A per hour per zone

No. of zones: NOT REQUIRED INFO

\$ 23.98 per hour for the entire space.

**1.15 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$N/A per ABOA SF of the area receiving the 24-hour HVAC. Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)**

In addition to construction of the TIs as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. WITHIN 60 CALENDAR DAYS OF AWARD, LESSOR  
SHALL PROVIDE THE GOVERNMENT A COPY OF THE FINAL MANAGEMENT AND OPERATION PLAN TO THE CONTRACTING OFFICER ADDRESSING THE ASBESTOS IDENTIFIED AND ANY OTHER POSSIBLE ASBESTOS WITHIN THE LEASED BUILDING. THE REPORT AND PLAN BE REVIEWED BY THE GOVERNMENT TO DETERMINE IF IT SUFFICIENT.
- B. ON AN ONGOING BASIS, LESSOR SHALL PROVIDE IMPROVEMENTS AND MANAGEMENT OF THE BUILDING AS DESCRIBED IN HIS OFFER DATED DECEMBER 13, 2011 TO BETTER COMPLY WITH ENERGY STAR INITIATIVE. THE LESSOR WILL CONTINUE TO REPLACE SYSTEMS AND SYSTEM COMPONENTS WITH MORE EFFICIENT PARTS WHEN REPLACEMENT IS NEEDED.
- C. THE GOVERNMENT RESERVES THE RIGHT TO ADDRESS SEISMIC REQUIREMENTS AT A LATER TIME, IN ANTICIPATION OF THE CURRENT STANDARDS HEREIN BEING SIGNIFICANTLY REVISED AND RELAXED.