

This Lease is made and entered into between

Tennessee Holdings, LLC

("the Lessor"), whose principal place of business is 390 Berry Street, Suite 200, Brooklyn, NY 11249-6085, 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

800 S Gay Street  
Knoxville, TN 37929-9729

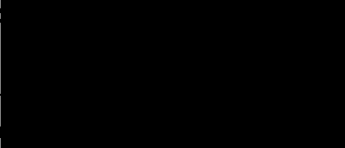
and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.


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

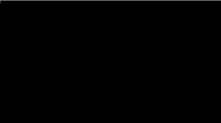
10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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   
Name: \_\_\_\_\_  
Title: M. M. M. M.  
Date: 5/15/12

FOR   
Name: Marcus Skinner  
Title: Lease Contracting Officer  
Date: 5/15/12

WITNESSE   
Name: ISRAEL WORTH  
Title: \_\_\_\_\_  
Date: MAY 15 2012

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

**1.01 THE PREMISES—SUCCEEDING (APR 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 6,570 rentable square feet (RSF), yielding 5,690 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 15.7 percent, located on the 8<sup>th</sup> floor(s) and known as Suite(s) 800 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (APR 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: 0 parking spaces as depicted on the plan attached hereto as Exhibit B of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates from May 1, 2012 through April 30, 2022:

Lease Year	RSF	Annual Shell	Annual Operating Rent	Annual TI*	Shell Rent PRSF	Operating Rent PRSF	TI PRSF	Total A/R	\$ PRSF	Monthly Rate
1	6,570	\$82,584.60	\$42,622.81	\$10,014.17	\$12.57	\$6.49	\$1.52	\$135,221.58	\$20.58	\$11,268.46
2	6,570	\$82,584.60	\$43,475.27	\$10,014.17	\$12.57	\$6.62	\$1.52	\$136,074.03	\$20.71	\$11,339.50
3	6,570	\$82,584.60	\$44,344.77	\$10,014.17	\$12.57	\$6.75	\$1.52	\$136,943.54	\$20.84	\$11,411.96
4	6,570	\$82,584.60	\$45,231.67	\$10,014.17	\$12.57	\$6.88	\$1.52	\$137,830.43	\$20.98	\$11,485.87
5	6,570	\$82,584.60	\$46,136.30	\$10,014.17	\$12.57	\$7.02	\$1.52	\$138,735.07	\$21.12	\$11,561.26
6	6,570	\$84,236.29	\$47,069.03	\$0.00	\$12.82	\$7.16	\$0.00	\$131,295.32	\$19.98	\$10,941.28
7	6,570	\$85,921.02	\$48,000.21	\$0.00	\$13.08	\$7.31	\$0.00	\$133,921.22	\$20.38	\$11,160.10
8	6,570	\$87,639.44	\$48,960.21	\$0.00	\$13.34	\$7.45	\$0.00	\$136,599.65	\$20.79	\$11,383.30
9	6,570	\$89,392.23	\$49,939.42	\$0.00	\$13.61	\$7.60	\$0.00	\$139,331.64	\$21.21	\$11,610.97
10	6,570	\$91,180.07	\$50,938.20	\$0.00	\$13.86	\$7.75	\$0.00	\$142,118.27	\$21.63	\$11,843.19

\*The Tenant Improvement cost of \$40,201.35 is amortized at a rate of 9 percent per annum for 5 years.

B. 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.

C. 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.

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

- 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.

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.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface) which costs have been included in the shell rent.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)**

Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to Studley, Inc. with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, 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:

Month 1 Rental Payment \$11,268.46 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$11,268.46 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2<sup>nd</sup> Month's Rent.

**1.05 TERMINATION RIGHT (APR 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	B
ADDITIONAL SECURITY STANDARDS - ISC LEVEL II	2	C

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 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 1.44 percent. The percentage of occupancy is derived by dividing the total Government space of 6,570 rentable square feet by the total building space of 455,000 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is ~~\$XX~~.

**1.09 OPERATING COST BASE (APR 2011)**

The parties agree that operating expense base is \$6.49 per RSF which shall be increased by 2% per annum (as outlined in the rent table in Paragraph 1.03.A. above) in lieu of any other operating expense increases.

LESSOR:  GOVERNMENT: MS

**1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 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 \$2.55 per ABOA sq. ft. of space vacated by the Government.

**1.11 OVERTIME HVAC RATES (APR 2011)**

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

\$35 per hour per zone

No. of zones: 1

\$35 per hour for the entire space.

**1.12 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Overtime Usage 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 a rate negotiated at the time Lessor is given notice of the room designation and the amount of cooling required within that room.

**1.13 INTENTIONALLY DELETED**