

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/19/2011

LEASE NO.

GS-04B-61075

THIS LEASE, made and entered into this date by and between
Interstate Park Holdings, LLC

whose address is 118 30th Ave N, Nashville, TN 37203-1308

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 agrees as follows:

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

A total of 1,266 rentable square feet (RSF) of office and related space, which yeilds 1,100 ANSI/BOMA Office Area square feet (ABOASF) to be located at 2000 Interstate Parl Drive, Montgomery, AL 36109-5414, to be used for such as purpose determined by the General Services Administration.

to be used for

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

May 1, 2011 through April 30, 2013, 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:

Paragraph 3 is deleted in it's entirety and replaced with Paragraph 9.

4. The Government may terminate this lease at any time by giving at least 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: Paragraph 5 is deleted in its entirety.

provided notice be given in writing to the Lessor at least 60 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. 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 Lease No. GS-04B-61075.

B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in Lease No. GS-04B-61075.

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

The General Provisions and Instructions

A. Continuation of Lease Contract No. GS-04B-61075, Page 3

B. Lease No. GS-04B-61075 dated 06/11/2011; (Pages 1-15)

C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 01/07) (Pages 1-33)

D. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)

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

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

LESSOR

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

Wextrust Receiver

IN PRESENCE OF

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

Angela M. Conyers

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

LeShaundra L. Green

Contracting Officer

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

Term	Annual Shell Rent	Shell Rent /RSF	Operating Rent	Operating Rent/RSF	Amortized TI	Amortized TI/RSF	Annual Rent	Annual Rent/RSF	Monthly Rent
May 1, 2011 – April 30, 2013	\$11,845.94	\$9.38	\$10,711.30	\$8.46	\$0.00	\$0.00	\$22,557.24	\$17.82	\$1,879.77

The above annual rent is inclusive of the base annual operating rental rate indicated in Paragraph 15 of this lease contract

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

Interstate Park Holdings, LLC
118 30th Ave N
Nashville, TN 37203-1308

11. The Government may terminate this lease at any time on or after April 30, 2012 by giving at least SIXTY (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.

12. 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 lease GS-04B-61075.

13. In accordance with the lease GS-04B-61075 paragraph V. TAX ADJUSTMENT, B. Definitions, 9. "Percentage of Occupancy" the percentage of Government occupancy is established as 2.00%.

14. In accordance with the lease GS-04B-61075 paragraph VI. OPERATING COSTS the escalation base is established as \$10,711.30 (1,266 x \$8.46/USF).

15. In accordance with Exhibit A of Lease GS-04B-61075 paragraph 15 entitled RATE FOR OVERTIME HVAC), the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof.

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Lease No. GS-04B-61065

GSA FORM L201-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

INTERSTATE PARK HOLDING, LLC

("the Lessor"), 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.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

1YEAR FIRM, 2 YEARS,

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Paragraph III.A.5. herein), subject to the terms and conditions set forth below.

A. **Rental Consideration.** In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A and the Requirements Development Package attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. **Early Termination Right.** After the 1st anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early termination of this Lease by giving at least 90 days written advance notice to the Lessor. This right to elect early termination shall expire 90 days after said anniversary.

C. **Renewal Options.** This Lease may be renewed at the option of the Government for a term of **0 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), 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.

D. **Documents Incorporated By Reference.** The following documents are incorporated by reference, as though fully set forth herein:

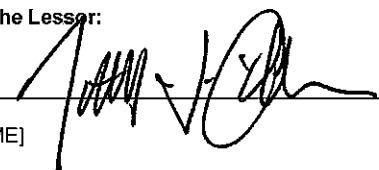
1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. 1AL2045.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. **Tenant Hours of Operation.** The Government shall be entitled to routinely occupy and use the Premises during the following hours:

	Start	End
Weekdays:	7:00am	5:00pm
Saturdays:	N/A	N/A
Sundays:	N/A	N/A
Federal Holidays:	N/A	N/A

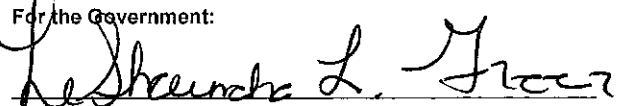
IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

For the Lessor:



[NAME]
[TITLE] **Wextrust Receiver**
Date: 6/6/11

For the Government:



[CONTRACTING OFFICER NAME] **LESHAURAN L. GREER**
Lease Contracting Officer
Date: 8/19/2011