STANDARD FORM 2 FEBRUARY 1965

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

FDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

December 2 DATE OF LEASE

LEASE NO.

GS-05B-18679

THIS LEASE, made and entered into this date by and between

CPC REALTY, LLC WHOSE ADDRESS IS 2401 21 ST AVENUE SOUTH, SUITE 200 NASHVILLE, TN 37212-5309

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 consideration hereinafter mentioned, covenant and agree as follows:

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

Office and support space consisting of 5,154 ANSI/BOMA Office Area (usable) square feet/5,927 rentable square feet located on the second (2nd) floor, of the URS Tower building located at 36 E. Seventh Street, Cincinnati, Ohio 45202-4463, as shown on the attached block plans, "Exhibit A" and five (5) on site parking spaces in the attached garage. All parking costs are included in the annual rent to be paid to the Lessor. Space 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 a ten (10) year term beginning April 6, 2011 through April 5, 2021, subject to termination and renewal rights, if any, as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of

April 6, 2011 – May 24, 2011: \$189,943.74, at the rate of \$15,828.65 per month in arrears based on a rate of \$23.06 per rentable square foot based on 8,236 RSF combined premises for (5,927 RSF), and (2,309 RSF). Will vacate 2,309 RSF on May 24, 2011 as further described in Paragraph 27 herein.

May 25, 2011 - April 5, 2016: \$153,861.69, at the rate of \$12,821.81 per month in arrears based on a rate of \$25.95 per rentable square foot, based on premises of 5,927 RSF.

April 6, 2016 – April 5, 2021: \$111,402.67, at the rate of \$9,283.56 per month in arrears based on a rate of \$18.80 per rentable square foot, based on premises of 5,927 RSF.

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph No. 13 attached. Said date is anniversary date which is May 24th of each year.

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

CPC REALTY, LLC 2401 21ST AVENUE SOUTH, SUITE 200 NASHVILLE, TN 37212-5309

4.	The Government may terminate this lease at any time on or after April 5, 2016 of the lease by giving at least					
	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.					

5.	This lease may be renewed at the option of the Government, f	or the following terms and at the
following	rentals; provided notice be given in writing to the Lessor at least _	days before the end of
the origin	al lease term or any renewal term; all other terms and conditions o	f this lease shall remain the same
during ar	y renewal term. Said notice shall be computed commencing with the	ne day after the date of mailing

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - a. All cleaning services, utilities, maintenance, space improvements as specified in the attached Solicitation For Offers (SFO) GS-05B-18679 and other documents attached to this lease as described in Paragraph No. 7 below.
 - b. Five (5) structured on-site parking spaces located in the building's garage for official government vehicles. Parking on-site in accordance with local code requirements.
- 7. The following are attached and made a part hereof:
 - (A) U.S. Government Lease (SF-2) Continuation Sheets, consisting of 4 pages;

(B) Exhibit A (Block Plan), consisting of 1 page

(C) Exhibit B (Legal Description), consisting of 2 page 5

(E) SFO GS-05B-18679, consisting of pages;

- (F) Amendment No. 1 to SFO GS-05B-18679, consisting of 2 pages;
- (G) GSA Form 3517B (Rev 11/05) consisting of 33 pages;
- (H) GSA Form 3518 (Rev 1/07), consisting of 7 pages;
- (I) Lease Costs Breakdown Summary, consisting of 2 pages;
- (J) Prelease Fire and Life Safety Evaluation Form 12001, consisting of 8 pages;
- (K) Prelease Building Security Plan, consisting of 6 pages;
- (L) Form B Document Security Form, consisting of 2 pages;
- 8. The following changes were made in this lease prior to its execution: Paragraph 5 has been deleted in its entirety.

	dent	(Signature)
		Buz Edgeworth, Senjor Counsel OPC Realty, LCC, Zyol 21st Aves. Nashrille TN 37212
	(Signature)	Nashrille TN 37212 (Address)
UNITED STA	TES OF AMERICA GENERAL SERVICES ADN	INISTRATION

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- 9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated May 12, 2011, submitted by the Lessor under SFO No. GS-05B-18679. This lease reflects the terms and conditions of the accepted Best and Final Offer.
- 10. In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$39.45 per BOMA usable square foot toward the cost of the tenant improvements defined in SFO GS-05B-18679. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 6.0% amortization annual interest rate over 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.
- 11. The lessor at its expense shall install shatter-resistant window film as required in Section 10.15 of SFO GS-05B-18679. Additionally, lessor at its expense shall install a new ABAAS compliant restroom on the 2nd floor of the building.
- 12. The commencement date of April 6, 2011 is an estimated beginning date. The actual lease effective date, if different from that established in Paragraph No. 2 shall be established by Supplemental Lease Agreement after substantial completion of alterations to the tenant space and acceptance by the Government. The lease will then be in effect for ten years total, five years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.
- 13. Lessor shall not construct alter, remove, or add to the lease area without prior notification and approval from the General Services Administration (the Leasing Contracting Officer, or Leasing Contracting Officer's designated representative).
- 14. The total net usable square foot area referred to in Paragraph No. 1 is subject to adjustment but may not be less than the Solicitation For Offers minimum of 5,154 ANSI BOMA Office Area (usable) square footage, nor more than the 5,154 ANSI BOMA Office Area (usable) square footage offered. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of the per usable square foot rates in Paragraph No. 3 of the lease. The lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. In the event the actual amount of space exceeds 5,154 usable square feet, there will be no additional cost to the Government.

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- 15. The Lessor's tax identification number is ______. The lessor's DUNS number is 965471027. The parcel numbers for the building are 077-003-0131-00, and 077-003-0134-00.
- 16. For the purpose of computing Operating Cost adjustments in accordance with SFO GS-05B-18679 Paragraph No. 4.3, the first year's base cost is hereby established as \$20,151.80 or \$3.40 per rentable square foot.
- 17. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-18679, Paragraph No. 4.2, it is agreed that the Government occupies 14.87% of the building of which the Government will pay its share of taxes when they exceed the base year which is hereby established as \$6.756.78 or \$1.14 per rentable square foot.
- 18. The Adjustment for Vacant space in accordance with SFO GS-05B-18679, Paragraph No. 4.4, is \$1.00 per usable square foot.
- 19. If overtime HVAC is required, there will be no charge to the Government.
- 20. The Lease Common Area Factor is 1.1499806 (5,927 rentable square feet divided by 5,154 usable square feet).
- 21. If the property housing the leased premises is sold or transferred the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments.
 - (I) Evidence of the transfer of title.
 - (II) A letter from successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior lessor (transferor) waiving all rights against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number for the new owner.

Where leased premises are transferred by death of Lessor, a copy of the letters of administration where there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

22. The name of the officer of the CPC Realty, LLC. authorized to execute the lease, thereby binding the partnership is as follows:

James H. Bond, Executive Vice President

23. The Leasing Contracting Officer represents the General Services Administration as an agent with the authority to enter into this Lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.

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24. All questions pertaining to this Lease should be referred to GSA Leasing Contracting Officer or his/her designee. The Government occupant is not authorized to administer this Lease. The Government assumes no responsibility for any costs incurred by Lessor, except if provided by the terms of this Lease or authorized in writing by GSA Leasing Contracting Officer or his/her designee.

Notwithstanding Paragraph No. 3 of the 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 M	lonth's Rental Pa	yment \$12,821.81 minus prorated Commission Credit of
	equals	adjusted First Month's rent.
Secon	d Month's Rental	Payment \$12,821.81 minus prorated Commission Credit
of	equals	adjusted Second Month's rent.
Third N	Month's Rental Pa	syment \$12,821.81 minus prorated Commission Credit of
	equals	adjusted Third Month's rent.

26. All terms and conditions of this Lease as expressly contained herein represent the total obligations of Lessor and Government. Any agreements, written or oral, between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by both Government and Lessor.

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27. Mand coccupy a total of 8,236 RSF under Lease No. LOH16752. This Lease No. LOH18678 shall commence April 6, 2011 and include (2,309 RSF) until May 24, 2011. Rent in Paragraph 3 herein includes rent for at the same rental rate as the former lease No. LOH16752 of \$36,082.05 (\$15.63 per RSF). Rent for the April 6, 2011 – May 24, 2011 period shall be prorated.

Agency	Term	Shell Rent	Taxes	Operating Rent	Amortized TI	Total Annual Rent
(5,927 RSF)	April 6, 2011 – May 24, 2011:	\$79,782.94	\$6,756.78	\$20,151.80	\$47,170.17	\$153,861.69
(2,309 RSF)	April 6, 2011 – May 24, 2011:	\$28,185.27	\$1,893.38	\$6,003.40	\$0.00	\$36,082.05

END

INITIALS:

LESSOR

GOVERNMENT