

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 27, 2011

LEASE NO.

GS-05B-18679

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

CPC REALTY, LLC  
WHOSE ADDRESS IS 2401 21<sup>ST</sup> 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 ANS/BOMA Office Area (usable) square feet/5,927 rentable square feet located on the second (2<sup>nd</sup>) 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 24<sup>th</sup> of each year.

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

CPC REALTY, LLC  
2401 21<sup>ST</sup> 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, for 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 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. 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 pages
  - (E) SFO GS-05B-18679, consisting of 5 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.

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

LESSOR: **CPC REALTY, LLC**

 dent

(Signature)

 (Signature)

Buz Edgeworth, Senior Counsel  
CPC Realty, LLC, 2401 21st Ave S.  
Nashville TN 37212

(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY Z  (Signature)

Leasing Contracting Officer

(Official title)





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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.

25. In accordance with Paragraph No. 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease, which for purposes of the commission calculation shall exclude the rent paid for [REDACTED] for the period April 5, 2011 – May 24, 2011 ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit, which shall be hereby agreed to as [REDACTED] only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments due and owing 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 each month until fully recaptured.

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 Month's Rental Payment \$12,821.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.  
Second Month's Rental Payment \$12,821.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.  
Third Month's Rental Payment \$12,821.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 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.

INITIALS: JHB & [Signature]  
LESSOR & GOVERNMENT

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27. [REDACTED]<sup>(b)(6)</sup> and [REDACTED]<sup>(b)(6)</sup> occupy a total of 8,236 RSF under Lease No. LOH16752. This Lease No. LOH18678 shall commence April 6, 2011 and include [REDACTED]<sup>(b)(6)</sup> (2,309 RSF) until May 24, 2011. Rent in Paragraph 3 herein includes rent for [REDACTED]<sup>(b)(6)</sup> 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
[REDACTED] <sup>(b)(6)</sup> (5,927 RSF)	April 6, 2011 – May 24, 2011:	\$79,782.94	\$6,756.78	\$20,151.80	\$47,170.17	\$153,861.69
[REDACTED] <sup>(b)(6)</sup> (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: JAB & 366  
LESSOR & GOVERNMENT