

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE AUGUST 16th 2010 LEASE NO. **GS-04B-50030**

THIS LEASE, made and entered into this date by and between **ACQUEST DEVELOPMENT, LLC**

Whose address is **80 Curtwright Drive, Suite 5
Williamsville, NY 14221**

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 agree as follows:

- The Lessor hereby leases to the Government the following described premises:
A total of 125,950 Rentable Square Feet (RSF) of office and related space, consisting of 115,885 ANSI/BOMA Office Area Square Feet (ABOASF) to be constructed at Market Exchange Center, Franklin, Tennessee 37067, including 736 parking spaces.

to be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION**

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the commencement date as determined by the date that space acceptance is made by the Government in accordance with section 5.12 "Construction Schedule and Acceptance of Tenant Improvements" of the SFO, (however, the Government cannot occupy between January 1st and April 30th), subject to termination and renewal rights as may be hereafter set forth.
- The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
Years 1 – 13	\$3,866,665.00	\$30.70	\$33.37	\$322,222.08
Years 14 – 19.5	\$1,700,325.00	\$13.50	\$14.67	\$141,693.75
Years 19.6 – 20 (months 236 – 240)	\$3,400,650.00	\$27.00	\$29.35	\$283,387.50

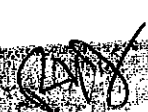
Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

- The Government may terminate this lease, in whole or in part, at any time on or after the 10th year, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
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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.



 Lessor

6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Acquest Development, LLC
80 Curtwright Drive, Suite 5
Williamsville, NY 14221

- 7. 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 Solicitation for Offers (SFO) No. 8TN2081, as amended with Amendment No. 1 to SFO 8TN2081.
 - B. Buildout in accordance with Solicitation for Offers 8TN2081. Design Intent Drawings (DIDs) shall be prepared by the Lessor and due to the Government within sixty (60) calendar days subsequent to lease award. All tenant alterations are to be completed within one hundred eighty (180) calendar days of receiving notice to proceed from the Government with agency approved working/construction drawings. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
 - C. Deviations to the approved Design Intent Drawings reviewed and furnished by the Government to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

- 8. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8TN2081.
 - B. Amendment No. 1 to SFO 8TN2081.
 - C. Special Requirements – Program of Requirements, I [redacted] Space Alteration or Acquisition Project Requirements for the [redacted] Nashville Call Center POD.
 - D. GSA Form 3517B entitled General Clauses (Rev. 06/08).
 - E. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - F. Floor Plan, GSA SFO 8TN2081.

_____ have hereunto subscribed their names as of the date first above written.

_____, LLC

(Signature)

IN THE

(Signature)

(Address)

UN

BY

RYAN Y. JOHNSON, CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official title)

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 115,885 ABOASF of office and related space, as identified in SFO 8TN2081.
10. The rental rate in Paragraph 3 for years 1 through 10 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 8TN2081, the Tenant Improvement allowance (T/I) provided in the lease is \$37.4509 per ABOASF, or a total of \$4,340,000 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$578,194.77 at a rate of \$4.9894 per ABOASF (\$4.5907 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the T/I cost exceeds \$37.4509 per ABOASF (for up to 115,885 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$37.4509 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out.
11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8TN2081, the shell cost is established as \$18.8562 per ABOASF (\$17.3493 per RSF), \$2,185,148.23 annually, which is inclusive of the rental rate in Paragraph 3 for years 1 through 10; the shell cost is established as \$23.8456 per ABOASF (\$21.9400 per RSF), \$2,763,343.00 annually, which is inclusive of the rental rate in Paragraph 3 for years 13 through 19.5; the shell cost is established as \$19.8242 per ABOASF (\$18.2400 per RSF), \$2,297,328.00 annually, which is inclusive of the rental rate in Paragraph 3 for years 19.6 through 20 (months 236 through 240).
12. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 8TN2081, the common area factor (CAF) is established as 8% or 1.08, based on 125,950 RSF and 115,885 ABOASF.
13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 8TN2081, the percentage of Government occupancy is established as 93.0399% (based on total building area of 135,372 RSF and the Government's occupancy of approximately 125,950 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate

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Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." There is no agreed upon base for a Fully Assessed value of the property.

14. In accordance with Paragraphs 4.3 (Operating Costs) of SFO No. 8TN2081, the annual operating cost is established as \$1,103,322.00 yielding an escalation base of \$9.5208 per ABOASF (\$8.7600 per RSF) which is inclusive of the rental rate in Paragraph 3 for years 1 through 20.
15. In accordance with Paragraph 1.1.B (Amount and Type of Space) of SFO No. 8TN2081, Lessor shall provide seven hundred thirty-six (736) on-site parking spaces at no additional cost to the Government.
16. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 8TN2081, the rental rate reduction is established as \$2.50 per ABOASF.
17. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 8TN2081, the hourly overtime usage for the entire space is established as \$100.00 per hour.
18. Notwithstanding Paragraph 4.5 (Normal Hours) of SFO No. 8TN2081, in general, the space shall operate on full occupied cycle for 14 hours, 5 days a week, which is included in the rental rate. The Government shall be responsible for the first 10 hours of utility service Monday through Friday, excluding Saturdays, Sundays, and Federal holidays. The Lessor shall be responsible for the remaining 4 hours of utility service Monday through Friday.
19. In accordance with Paragraph 5.19 (Waiver of Restoration) of SFO No. 8TN2081, the Lessor hereby waives all restoration rights for the entire term of the lease inclusive of any extension.
20. In accordance with Paragraph 9.7 (Radon in Air) of SFO No. 8TN2081, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy, with results forwarded to the Contracting Officer. Any corrective action must be completed within 30 days after tests are completed at no additional cost to the Government. Re-testing is required with results forwarded to the Contracting Officer.
20. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
21. All fire and life-safety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 8TN2081:
 - A. Provision of emergency illumination in corridors, stairways, and office space.



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Lessor


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- B. Provision of exit lights in corridors.
 - C. Provision of two (2) exits on each floor occupied by the Government.
 - D. Provision of a fire extinguisher near every exit.
22. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following as required by SFO No. 8TN2081:
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
23. Within five (5) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.
24. In accordance with SFO NO. 8TN2081, Paragraph 2.5, the Lessor and the Broker have agreed to a cooperating lease commission of 4% of the firm term value of this lease. The total amount of the commission is \$ [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$ [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to \$ [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this 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:

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