

LEASE NO. GS-04P-LTN60323

Streamlined Lease
GSA FORM L201B (September 2014)

This Lease is made and entered into between

FDS Nashville, LLC

(Lessor), whose principal place of business is 1001 19th Street N., Suite 930, Arlington, VA, 22209-1736 and whose interest in the Property described herein is that of purchaser pursuant to that certain Agreement of Purchase and Sale dated May 8, 2015, as amended, between Lessor, as purchaser, and Charlie Davidson Partnership, G.P., a Tennessee general partnership, as seller, and

The United States of America

(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:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

340 Plus Park Blvd, Nashville, TN 37217-1001

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 be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on the date Lessor acquires fee ownership of the Premises and acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

Lessor agrees to obtain fee ownership of the property within sixty (60) days from the award of this Lease. The Lessor shall provide, as evidence of fee ownership, a copy of the recorded deed showing the Lessor as the grantee. In the event Lessor fails to acquire fee ownership of the Property within sixty (60) days following the Government's execution of this Lease, the Government shall have the right to terminate this Lease in its sole discretion.

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 and the date Lessor obtains fee ownership of the Property.

FOR THE LESSOR:

[Redacted Signature]

Name: Clairborne Williams

Title: Manager

Entity Name: FDS Nashville LLC

Date: 11/28/16

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Marci Skinner

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/7/16

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: Kaci Williams

Title: Associate

Date: 11/28/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 18,294 rentable square feet (RSF), yielding 17,151 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 6.6643 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 5 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be secured 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. Additionally the Government requires 86 parking spaces commercially available within ¼ mile walking distance from the leased property.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (1-5)	FIRM TERM (6-10)	NON FIRM TERM (11-15)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$327,393.08	\$345,687.08	\$363,981.08
TENANT IMPROVEMENTS RENT ²	\$43,792.64	\$43,792.64	\$43,792.64
OPERATING COSTS ³	\$127,326.24	\$127,326.24	\$127,326.24
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$29,190.82	\$29,190.82	\$29,190.82
PARKING ⁵	\$ 0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$527,702.78	\$545,996.78	\$564,290.78

¹Shell rent calculation:
(Firm Term yrs 1-5) \$17.90 (rounded) per RSF multiplied by 18,294 RSF
(Firm Term yrs 6-10) \$18.90 (rounded) per RSF multiplied by 18,294 RSF
(Non Firm Term) \$19.90 (rounded) per RSF multiplied by 18,294 RSF
²The Tenant Improvement Allowance of \$666,889.67 is amortized at a rate of 0 percent per annum over 15 years.
³Operating Costs rent calculation: \$6.96 per RSF multiplied by 18,294 RSF
⁴Building Specific Amortized Capital (BSAC) of \$437,862.37 is amortized at a rate of 0 percent per annum over 15 years
⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,151 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. 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.

F. Rent shall be paid to 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

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

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
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; and 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.

H. Parking shall be provided at a rate of \$0 per parking space per month (structured/inside), and \$0 per parking space per month (surface/outside).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 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 IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY SPECIFIC REQUIREMENTS	38	C
AGENCY SPECIFIC REQUIREMENTS, CABLING AND LAN ROOM SPECIFICATIONS	80	D
AGENCY SPECIFIC REQUIREMENTS, AV STANDARDS	27	E
AGENCY SECURITY REQUIREMENTS	14	F
FACILITY SECURITY LEVEL II REQUIREMENTS	8	G
SECURITY UNIT PRICE LIST	2	H
GSA FORM 3517B GENERAL CLAUSES	15	I
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	12	J
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	1	K
DESIGN INTENT DRAWINGS	6	L

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Lessor has agreed to total TI pricing of \$1,992,763.56 based on the approved DIDs included in Exhibit L. Of this amount, \$656,889.57 will be amortized in the rent over the Firm Term of this Lease at an interest rate of 0 percent per year. The remaining \$1,335,873.99 will be paid via lump sum upon completion and acceptance of the space.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$1.70 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0 percent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

- 1. Reduce the security countermeasure requirements;
- 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
- 3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,294 RSF by the total Building space of 18,294 RSF.

1.14 INTENTIONALLY DELETED

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.96 per RSF (\$127,326.24/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$2.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$ 25.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. 350 ABOA SF of the Space shall receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as BTU. The temperature of this room shall be maintained at degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$X.XX per ABOA SF of the area receiving 24 hour cooling and is not to be included in the monthly operating cost. Also, the hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. The Lessor shall submit monthly invoices, in arrears for this cost to the LCO or the LCO designated representative at the address below:

D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Seismic Improvements _____
- B. Energy Star Upgrades _____
- C. LEED Requirements _____

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.