

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

10/27/10

LEASE NO.

GS-04B-61004

THIS LEASE, made and entered into this date by and between PROCACCI DEVELOPMENT CORPORATION

whose address is 925 South Federal Highway, Suite 400
Boca Raton, FL 33432-6145

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:

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

A total of 23,350 rentable square feet (RSF) of office and related space, which yields 20,380 ANSI/BOMA Office Area square feet (USF) of space on the first and second floor of the building located at Brick Church Business Center, 501 Brick Church Park Drive, Nashville, TN 37207-3219 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifty-nine (59) secure parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred sixty (160) working days subsequent to the Government's issuance of Notice to Proceed for Tenant Improvement Construction.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-10	\$ 729,604.00	\$ 96,805.00	\$ 101,681.15	\$ 928,090.15	\$ 77,340.85
11-15	\$ 831,285.15	\$ 96,805.00	\$ -	\$ 928,090.15	\$ 77,340.85

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least one hundred twenty (120) 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.

LESSOR

SIGNATURE

[Redacted Signature]

NAME OF SIGNER

PHILIP J. PROCACCI

ADDRESS

925 South Federal Highway, Suite 400, Boca Raton, FL 33432

IN THE

[Redacted Name]

NAME OF SIGNER

Elizabeth Roberts

UNITED STATES OF AMERICA

SIGNATURE

[Redacted Signature]

NAME OF SIGNER

CHARLES JOHNSON

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- The fifty-nine (59) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - 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 and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8TN2113 and its attachments.
 - Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
- Solicitation for Offers 8TN2113 dated 04/21/2010;
 - Clarification of the LAN Room Requirements, dated 08/20/2010
 - GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - Special Requirements
 - Exhibit A – Base Plans
 - Exhibit B – Site Plan and Legal Description
 - Lessor's technical submittal responses to the SFO
7. Rent includes a Tenant Improvement Allowance of \$763,231.00 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.00%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 2.8, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("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 described in Paragraph 2.8, only [REDACTED], which is [REDACTED] percent of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited 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 until the credit has been fully recaptured.
- First month's rental payment of \$77,340.85 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).
- Second month's rental payment of \$77,340.85 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).
- Third month's rental of \$77,340.85 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.146 (23,350 RSF / 20,380 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$4.15 per rentable square foot per annum.

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12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.50/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$15.00 per hour per zone beyond the normal hours of operation of 7:00 AM to 5:00 PM. Areas requiring 24/7 HVAC will be provided at \$204.50 per month for Years 1-5; \$224.99 per month for Years 6-10, and \$245.44 per month for Years 11-15 (calculations are based on a 200 RSF LAN room operating 472 overtime hours per month). All overtime costs will be reimbursed separately from the rental rate.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.15, *Floor Plans after Occupancy*, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within thirty (30) calendar days of completion of construction.
16. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.
17. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
18. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.
19. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
20. Within 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 taken care of immediately.

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21. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
22. Window glazing shall be provided by the Lessor in accordance with SFO paragraph 10.29, *Shatter-Resistant Window Protection Requirements*. The cost is included in the shell rate.
23. The Lessor is a Corporation and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 106694714. The signatory authority for Lessor is Philip J. Procacci.*
24. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 6% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 5% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$4.00 per Usable Square Feet.
 - D. Lessor's Project Management fees will not exceed 5% of the total subcontractor's costs.

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