

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE 2/1/2011

LEASE NO. **GS-04B-61014**

THIS LEASE, made and entered into this date by and between **The United Methodist Publishing House**

Whose address is **201 8th Avenue South
Nashville, TN 37203-4128**

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 17,825 rentable square feet (RSF), consisting of 15,500 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space on the fifth floor at the United Methodist Publishing House, located at 201 8th Avenue South in Nashville, Tennessee.

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 the term beginning on February 1, 2011 through January 31, 2016 subject to termination and renewal rights as may be hereafter set forth.

3. 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 ABOA</u> | <u>MONTHLY RATE</u> |
|-----------------------|--------------------|---------------------------------|----------------------|---------------------|
| 02/01/2011—01/31/2014 | \$320,850.00 | \$18.00 | \$20.70 | \$26,737.50 |
| 02/01/2014—01/31/2016 | \$320,850.00 | \$18.00 | \$20.70 | \$26,737.50 |

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 8.

4. The Government may terminate this lease, in whole or in part, at any time on or after January 31, 2014, by giving the Lessor at least ninety (90) 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.

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5. 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:

The United Methodist Publishing House
201 8th Avenue South
Nashville, TN 37203-4128

- 6. 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. OTN2060.
 - B. Buildout in accordance with Solicitation for Offers OTN2060. Design Intent Drawings (DIDs) shall be prepared by the Government. All tenant alterations are to be completed within 30 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 DIDs furnished by the Government subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

- 7. The following are attached and made a part hereof:
 - A. Solicitation for Offers OTN2060.
 - B. GSA Form 3517B entitled General Clauses (Rev. 11/05).
 - C. GSA Form 3518 entitled Representations and Certifications (Rev. 1/07).
 - D. Floor Plan entitled GSA SFO OTN2060.

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

LESSOR: The United Methodist Publishing House.

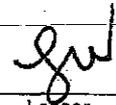
BY *Lenny Wallace* _____
(Authorized Signature) (Signature)

IN THE PRESENCE OF:
Shala Bezack _____ *201 Eighth Avenue S. Nashville, TN*
(Signature) (Address)

UNITED STATES OF AMERICA
BY *Manas Skinner* _____ CONTRACTING OFFICER
(Signature) GENERAL SERVICES ADMINISTRATION
(Official title)

8. The premises described in Paragraph 1 of this Standard Form 2 shall contain a minimum of 15,500 ABOASF of office and related space, as identified in SFO 0TN2060.
9. Security costs in the total amount of \$50,000 shall be amortized through the rent for 36 months at the rate of 8%. Upon fulfillment of the amortization term (01/31/2014), the annual rent will remain \$320,850.00, or \$26,737.50 per month, not inclusive of CPI adjustments.
10. The rental rate in Paragraph 3 for the period 02/01/2011 through 01/31/2014 does not include a Tenant Improvements (TI) allowance in accordance with Paragraph 3.2 of SFO No. 0TN2060. The Government will accept space with no Tenant Improvements. Any subsequent government requested improvements, that must be approved in writing by Landlord but shall not be unreasonably withheld, will be paid in lump sum upon completion and acceptance of the work. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit two (2) bids for work completed as a part of the 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 1.11 (Building Shell Requirements) of SFO No. 0TN2060, the annual shell cost for the firm term beginning 02/01/2011 and continuing through 01/31/2014 is established as \$186,263.18, yielding \$12.02 per ABOASF (\$10.45 per RSF). The annual shell cost for the remainder of the lease term beginning 02/01/14 and continuing through 01/31/2016 is established as \$205,065.00, yielding \$13.23 per ABOASF (\$11.50 per RSF).
12. In accordance with Paragraph 4.1 C. (Measurement of Space) of SFO No. 0TN2060, the common area factor (CAF) is established as 15% or 1.15, based on 17,825 RSF and 15,500 ABOASF.
13. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0TN2060, the percentage of Government occupancy is established as 16% (based on total building area of 112,188 RSF and the Government's occupancy of approximately 17,825 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.
14. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 0TN2060, the annual operating cost is established as \$115,785 yielding an escalation base of \$7.47 per ABOASF (\$6.50 per RSF) which is included in the rental rate in Paragraph 3 for the entire rental period 02/01/2011 through 01/31/2016.

INITIALS:

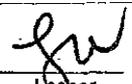

Lessor

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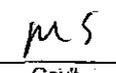

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15. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 0TN2060, the rental rate reduction is established as \$3.00 per ABOASF.
16. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 0TN2060, the hourly overtime usage for the entire space is established as \$30.
17. In accordance with Paragraph 5.10 (Waiver of Restoration) of SFO No. 0TN2060, the Lessor hereby waives all restoration rights.
18. In accordance with Paragraph 9.7 (Radon in Air) of SFO No. 0TN2060, if space is on the second floor or lower, the Lessor shall complete the short test before occupancy and the standard test not later than 90 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.
19. 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.
20. 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. 0TN2060:
- A. Provision of emergency illumination in corridors, stairways, and office space.
 - 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.
21. 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. 0TN2060:
- A. Door Entrances.
 - B. Exit Doors.
 - C. Parking Areas/Curb Cuts.
 - D. Restrooms.
 - E. Width of Exit Doors.
22. 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

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phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be rectified immediately.

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