

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-04B-50120

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease **6,930 rentable square feet** of space located in the **La Vista Office Park, 2183 Northlake Parkway, Suite 110, Tucker, GA 30084-4108** or occupancy not later than **November 1, 2010** for a term of **3 years**, with a **1 year firm term**. Rentable space must yield a minimum of **6,600 ANSI/BOMA Office Area square feet**.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Common Area Factor is 1.05.

The space is accepted in "as is" condition. Additional payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. The Lessor agrees to waive the right to claim for waste or damage arising from any work accomplished in connection with space alterations, and waives all restoration rights for alterations included in the entire space for the life of the Lease.

For operating cost escalation purposes, the base cost of services is hereby established at \$7.00. The operating cost for utilities is included in the annual rent and is subject to annual CPI adjustments.

HVAC overtime rate is \$10.00 per hour.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	<input checked="" type="checkbox"/> PAINT

3. OTHER REQUIREMENTS

- Offerors should also include the following with their offers:
- Attachments A-G
- 3517A, General Clauses
- 3518A, Representations and Certifications

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
 - ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - ☐ (Listed in descending order, unless stated otherwise):

GENERAL SERVICES ADMINISTRATION

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Initials:

Lessor

Government

PART II - OFFER (To be completed by Offeror/Owner)


A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT			
5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) La Vista Office Park 2183 Northlake Parkway Tucker, GA 30084-4108		6. LOCATION(S) IN BUILDING	
		a. FLOOR(S) 1st Floor	b. ROOM NUMBER(S) Building 7, Suite 110
		c. SQUARE FOOTAGE RSF : 6,930 USF: 6,600	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

To have and to hold, for the term commencing on November 1, 2010 and continuing through October 31, 2013 inclusive. The Government may terminate this lease, in whole or in part, at any time on or after November 1, 2011, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. ANNUAL RENT Annual Base: \$55,440.00 Annual Operating: \$48,510.00 Annual Total: \$103,950.00	9. MAKE PAYMENT TO (Name and address) La Vista Office Park, LLC 19241 Birmingham Hwy Alpharetta, GA 30004-7085
8. MONTHLY RENT \$8,662.50	
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) See Above	
10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Calvin Stephenson	13. TITLE OF PERSON SIGNING General Manager
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE Sep 27 - 2010
15. OFFER REMAINS OPEN UNTIL 4:30 P.M. 10/12/2010 (Date)	


PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Attachment A - Definitions
Attachment B - Janitorial
Attachment C - Operating Costs
Attachment D - Tax Adjustment
Attachment E - Standard Performance Specifications

Attachment F - Building Shell Requirements
Attachment G - Minimum Lease Security Standards

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Maria Dent	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 10/22/10
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