

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

1. LEASE NUMBER
GS-04B-61824

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 approximately 857 rentable square feet of space located in Tampa, Florida, for occupancy on May 1, 2011, for a term of 5 years with a 2 year firm term. Rentable space must yield a minimum of 765 ANSI/BOMA Office Area square feet to a maximum of 765 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. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

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 7:30 a.m. to 5:30 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.

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"/> TOILET SUPPLIES
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	<input checked="" type="checkbox"/> WATER (Hot & Cold)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Annually</u>		

3. OTHER REQUIREMENTS

- Offerors should also include the following with their offers:
- Attachments A-F
- 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):

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)

The Cragg Building
3452 Lake Lynda Drive
Orlando, FL 32817-1430

6. LOCATION(S) IN BUILDING

a. FLOOR(S)/SUITE

Suite 111

b. SQUARE FOOTAGE

RSF : 857

ABOA SF: 765

c. TYPE

☒ GENERAL OFFICE☐ OTHER (Specify)☐ WAREHOUSE

B. TERM

To have and to hold, for the term commencing on May 1, 2011 and continuing through April 30, 2016 inclusive. The Government may terminate this lease, in whole or in part, at any time on or after May 1, 2013, 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

\$16,814.34

8. MONTHLY RENT

\$1,401.20

9. MAKE PAYMENT TO (Name and address)

DRA CRT Orlando University Center, LLC

930 Woodcock Road

Suite 127

Orlando, FL 32803-3713

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.) DRA CRT Orlando University Center, LLC

930 Woodcock Road, Suite 127. Orlando, FL 32803-3713

10b. TELEPHONE NUMBER OF OWNER

11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

☐ OWNER☐ AUTHORIZED AGENT☒ OTHER (Specify) Receiver

12. NAME OF OWNER OR AUTHORIZED AGENT

Lacey Willard

13. TITLE OF PERSON SIGNING: LACEY WILLARD, OF CB RICHARD ELLIS, NOT INDIVIDUALLY BUT SOLELY AS COURT-APPOINTED RECEIVER FOR CERTAIN PROPERTY OF DRA CRT ORLANDO UNIVERSITY CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURSUANT TO CONSENT ORDER APPOINTING RECEIVER DATED DECEMBER 9, 2010 OF THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT

15. DATE

27 April 2011

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 - Tenant Improvements
Attachment C - Janitorial

Attachment D - Standard Performance Specifications
Attachment E - Building Shell Requirements
Attachment F - Minimum Lease Security Standards

NO PERSONAL LIABILITY: Lacey Willard ("Receiver") is executing this Lease solely in her capacity as a receiver appointed pursuant to the Consent Order Appointing Receiver entered by the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida on December 9, 2010 under Case No. 2010-CA-24702-O, and not in her individual capacity. Notwithstanding anything to the contrary in this Lease, Receiver shall have no personal liability for the payment of any amount or the performance of any obligation arising under or relating to this Lease.

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)

Michael S. Ellis

17b. SIGNATURE OF CONTRACTING OFFICER

17c. DATE

5/3/11