

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

1. LEASE NUMBER
GS-04B-50063

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 2,428 rentable square feet of office located in Duluth, GA for occupancy not later than April 1, 2010 for a term of 5 years. Rentable space must yield a minimum of 2,149 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

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 Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

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 7:00 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.

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

XX HEAT	XX TRASH REMOVAL	XX ELEVATOR SERVICE	XX INITIAL & REPLACEMENT	OTHER
XX ELECTRICITY	XX CHILLED DRINKING WATER	XX WINDOW WASHING	LAMPS, TUBES & BALLASTS	(Specify below)
XX POWER (Special Equip.)	XX AIR CONDITIONING	Frequency <u>annually</u>		
XX WATER (Hot & Cold)	XX TOILET SUPPLIES			
XX SNOW REMOVAL	XX JANITORIAL SERV. & SUPP.	annually - common areas		

3. OTHER REQUIREMENTS

1. The common area factor is established as 1.13
2. Base cost of services is established at \$4.28 per Rentable Square Feet
3. The percentage of occupancy for real estate tax adjustment is 3.37% based on 72,000 RSF in the building and 2,428 RSF in the lease
4. The charge for overtime is established at \$25.00 for overtime usage of heating, ventilation, air conditioning per hour for the entire space
5. The following are attached and made a part hereof:

Attachments A, B, C, D, E, F, G

GSA Form 3517A - General Clauses (Simplified Leases) (REV 1/07)

GSA Form 3518A - Representations and Certifications (Short Form) (REV 11/05)

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

XX 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 Clarkston BUILDING 3555 Kroger Blvd. Duluth, Georgia 30096-8903	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 3	b. ROOM NUMBER(S) Suite 380
	c. RENTABLE SQ. FT. 2,428	d. TYPE XX" GENERAL OFFICE " OTHER (Specify) " WAREHOUSE

B. TERM

To have and to hold, for the term commencing on April 1, 2010 and continuing through March 31, 2015. The agency may terminate this lease on March 31, 2013 by giving the Lessor 60 notice. No rental shall accrue after the effective date of termination.

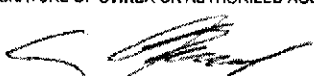
C. RENTAL

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: \$ 43,428.44	9. MAKE CHECKS PAYABLE TO (Name and address) Gwinnett Center LLC Dept. 40119 - P.O. Box 740209 Atlanta, GA 30374
8. RENT PER MONTH \$ 3,619.04	

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.)


Gwinnett Center LLC a Delaware limited liability company By: Kauffman Properties, Inc a Georgia corporation as Manager

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING " OWNER "XX" AUTHORIZED AGENT " OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING MANAGER	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 3/22/10	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (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 3628, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following GSA Forms below such as: The Standard Form 2, Exhibit A, . The Government shall pay the Lessor annual rent of \$43,428.44 at the rate of \$17.89RSF which consist of \$13.60 prsf shell and \$4.29 Operational or \$3,619.04 per month in arrears. All future CPI Escalations will be calculated

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 3/30/10
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