July 30, 2013

RE: State Properties Commission - Request for Proposal

To Whom It May Concern:

Cassidy Turley has been retained by the Georgia State Properties Commission to assist them in evaluating a potential lease of ***9,700 usf*** of office space for the ***Georgia Vocational Rehabilitation Agency ("GVRA") in the greater Perry, Houston County, GA area***. This process of evaluating a lease in various buildings will be strictly governed by the attached request for proposal ("RFP"). Any and all questions must be submitted in writing per the process and scheduled detailed in the attached RFP as no verbal communications will occur between Cassidy Turley and each proposer. This will be a structured process with all information disseminated in the attached RFP or on the SPC website at www.spc.ga.gov.

Thank you for your participation and we will look forward to your response.

Sincerely,

Cassidy Turley

Introduction/General Information: The State Properties Commission ("SPC"), on behalf of the ***Georgia Vocational Rehabilitation Agency ("GVRA")*** as ("Agency"), is seeking responses in accordance with this Request for Proposals ("RFP") from prospective landlords interested in providing approximately ***9,700 usable square feet*** (usf) of administrative office space to meet the current and future needs of SPC and the Agency.

This RFP and Exhibits A- D (listed below) seeks to identify potential providers (interchangeably referred to as "proposer(s)," "respondent(s), or "prospective landlord") of office space and is not a lowest-responsive bid procurement.

Exhibit A – Proposal Details
Exhibit B – Schedule / Timing
Exhibit C – Notice(s) to Proposers
Exhibit D – Market Commission and Payment Schedule

SPC will seek to select a proposal that provides the best overall solution, and not solely on the least expensive rental rate. In those instances where the response to this RFP is determined to sufficiently meet the requirements and desired attributes as described in Exhibit H of this solicitation document, SPC may request an inspection or site visit of the proposed office space as part of the evaluation process. All respondents to this RFP are subject to instructions, and additional terms and conditions communicated in this document, and are cautioned to completely review the entire RFP (and all exhibits) and follow said instructions carefully. Proposals lacking the requested information or exhibits at the time of submission may be considered non-responsive and subject to rejection. SPC retains the right to reject any or all proposals or subsequent submittals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without finalizing a selection of a property for the purposes stated above, without any liability to any respondents, or any other person or entity. Additionally, SPC is under no obligation to enter into a lease relating to this RFP with any person or entity.

SPC is seeking administrative space that meets the needs of SPC and the Agency as described in the ***"Agency Requirements" attached hereto as Exhibit I,*** and also includes industry standard amenities, such as storage and employee parking (collectively the "property"). The property will need to provide a cost effective, modern, safe, and production-oriented space and location and must include all accommodations required to operate a multifunctional office. Furthermore, the property must be in compliance with the Americans with Disabilities Act ("ADA") and all state and local laws, codes, regulations and/or ordinances.

Method of Communication. Procurement documents, including attachments, associated addenda and general communication of relevant information will be publicly posted on SPC's website at the following web address (www.spc.ga.gov). At any time prior to the submission date, SPC may issue a RFP addendum to further clarify any part of this RFP, amend this RFP or issue instructions or further information, or adjust any timelines related to the schedule referenced herein or otherwise. Known interested landlords and those which are deemed likely to be interested may be directly solicited immediately after public advertisement of the RFP. Notwithstanding any direct solicitation by SPC, **all proposers are responsible for checking SPC's website on a regular basis for updates, clarifications, addenda, and announcements.**

Proposal Deliverables. Your proposal should include a one page cover letter identifying the respondent, the solicitation name and number and any information the respondent deems relevant or appropriate. Also, please include a table of contents identifying each section, exhibits, appendixes, additional materials and attachments.

Required proposal deliverables are indicated below. Emphasis should be on completeness, relevance, and clarity of content. Proposals must be submitted in accordance with the instructions provided in the following two paragraphs. To expedite the review of submittals, it is essential that proposals are categorized and numbered as outlined in the ensuing exhibits, and **must be responsive to all requested information**.

EXHIBIT E - Certification Form
EXHIBIT F - Disclosure Statement
EXHIBIT G – Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
EXHIBIT H - Specimen Lease Agreement
Exhibit I – Agency Requirements - Space Program

All proposers must complete, execute, and include as part of any proposal submitted Exhibits E, F and G. SPC reserves the right to disqualify a proposer who fails to provide the above-referenced forms as part of their response.

Submittal of Proposals. One (1) original and five (5) copies of the lease proposal shall be prepared, for a total of six (6) sets. One complete copy must be provided via CD/DVD or "thumb drive" as a .pdf file. Each submittal shall otherwise be identical and include a transmittal letter. Submittals must be typed on standard (8½" x 11") paper. The pages of the submittals must be numbered. A table of contents with corresponding tabs must be included to identify each section as instructed in this RFP. Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Promotional materials are not desired or encouraged. **Emphasis must be on completeness, relevance, and clarity of content.**

Submittals must be sealed in an opaque envelope or box, and reference **RFP No. 8709 and the words "PROPOSAL"** must be clearly indicated on the outside of all of the envelopes or boxes. Proposals **must be physically received by the Cassidy Turley Leasing Specialist** (identified below) prior to the deadline indicated on the front page of this solicitation at the exact address below. **This is a firm date and no submittals will be accepted after the time and date set for receipt.**

Attention:
Erin Smith
Associate
Cassidy Turley
171 17th Street NW
Suite 1400
Atlanta, GA 30363-1032
Erin.Smith@cassidyturley.com

The Leasing Specialist shall facilitate the procurement process including the posting of the solicitation, notices or addendums, receipt of submittals, questions and responses, coordination of submittal review and evaluation, facilitation of meetings, conferences, site visits, interviews and other duties throughout the RFP process:

Lease proposals submitted via facsimile or e-mail will not be accepted. All submittals upon receipt become the property of SPC. Labeling information provided in submittals such as "proprietary" or "confidential", or any other designation of restricted use will not be binding on SPC or its representatives and will not protect the information from public view. Subject to the provisions of State law (e.g. Open Records Act), the details of the proposal documents will remain confidential until final award or cancellation of the RFP. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. SPC shall not be obligated to reimburse any party for such expenses.

Evaluation Criteria of Proposals. A Selection Committee ("SC") will evaluate responses to the proposal deliverables per the following weighted criteria.

10% Factor - Property Ownership / Management
30% Factor - Building and Site
30% Factor - Economics of the Proposal
30% Factor - Suitability

The SC shall consist of representatives from SPC and the Agency, approved by SPC's Executive Director, in his sole and absolute discretion, to review and evaluate submitted proposals and to participate in site visits or inspections

of finalist properties. The SC shall, through the procedures defined herein, render a ranking recommendation of all submittals for determination of a group of finalists, and a subsequent ranking and recommendation of the most advantageous proposal among the finalists. The SC's final recommendation will be subject to SPC Board approval. In the event the SC's rankings result in a tie, the SPC Executive Director, upon review of the recommendation(s) of the SC, shall, in his sole and absolute discretion, determine the recommendation(s) to be presented to the SPC Board for final approval.

The evaluation of proposals will be completed by the SC. **Proposers should understand and accept that by responding to this solicitation they are willingly participating in a process that consists of some degree of subjectivity on the part of the members of the SC in determining the overall best solution.** The best overall proposed solution will be the proposal that best meets the criteria. Proposers should be aware the proposal determined to best meet the needs of SC may not necessarily be the lowest cost proposal. Respondents further understand and agree that SPC has the right to reject any and all submittals or to cancel the RFP process at any time without any liability to SPC or any other person, and SPC is under no obligation to make an award relating to this RFP to any person or entity. In addition, SPC reserves the right to evaluate only those proposals determined to be fully responsive to the RFP. All such decisions are ultimately to be made in the sole discretion of the SPC for any reason or for no reason whatsoever, and SPC is under no obligation to assign any reason for the rejection, non-review or non-acceptance of any submittal. Under no circumstances shall this RFP be construed as a contractual offer. **For purposes of clarification and to avoid any doubt, the ranking of respondents will NOT be based solely on the rent proposal presented by the respondent(s) pursuant to this RFP.**

Respondents understand and agree that SPC may, in its sole discretion, request proposals from, and subsequently enter into an agreement with, any entity selected in this process, including any entity that has previously advised or acted on behalf of SPC or the other applicable parties in any capacity. Furthermore, respondents shall not hold SPC, the other applicable parties, their respective affiliates and/or any of their respective employees, representatives, agents, attorneys, advisors or consultants liable for any reason whatsoever related to this RFP and respondents hereby waive all such claims.

Submittal Evaluation
The SC will evaluate all valid submittals received by the Leasing Specialist, which shall include verification of receipt-on-time and apparent responsiveness. Responsiveness validation will also include verification of receipt of the following signed and notarized exhibits: **Exhibit E, Proposer "Certification Form"; Exhibit F, Proposer "Disclosure Statement"; and Exhibit G, the "Contractor Affidavit."** The SC will evaluate only those proposals that meet the minimum requirements.

When conducting the evaluation, committee members will assign points to each proposal using the above weighting criteria resulting in an overall ranking of the proposals. From this ranking the SC will instruct the Leasing Specialist to either: i)

notify the short list of finalists that will be given further consideration in the Site Visits and Best and Final Proposals portion of the process or ii) begin Site Visits and Best and Final Proposals portion of the process with all respondents. Depending on the number of responses, the SC may choose to shortlist sites prior to beginning site visits (site visits may or may not be performed at the sole discretion of SC). It is anticipated that a shortlist would consist of 2 -5 proposals.

Site Visits and Best and Final Proposals
A list of proposals selected as finalists will be posted on the SPC's website and those finalists will receive written notification ("Finalist Notification") from the Leasing Specialist. The list of finalists may include all of the proposals received or some number of the highest ranked proposals received. Any additional criteria for the remainder of the selection process, including information pertaining to site visits of the finalist properties will be communicated in the Finalist Notification, along with other appropriate information.

The SC may conduct site visits of the finalist properties. Dates and times of any site visits will be coordinated by the Leasing Specialist in writing through the appropriate property representative. Site visit instructions and requirements of the finalists will be provided in the Finalist Notification. All members of the SC will be present and participating during the site visit. Other persons may also be present at the sole discretion of SPC's Executive Director. During the site visit the SC will generally evaluate the current condition of the site, location, amenities, surrounding area.

Following the site visits, the Leasing Specialist will instruct finalists to refine their submittals to get to a best and final proposal ("Best and Final Period"). Information about other proposals may or may not be shared at this time. If information about other proposals is shared during the Best and Final Period, all finalists will receive the same written information. The goal of the Leasing Specialist at the end of the Best and Final Period is to receive best and final offers from each of the proposers and to present/provide that information to the SC. The ending date of the Best and Final Period will be communicated in the schedule of events herein (Exhibit B).

Selection and Award. At the conclusion of the above steps:

- The proposals will be re-scored based on the Best and Final proposals and information gleaned from the site visit. SPC will not request clarification from any single individual proposer regarding their submission, but reserves the right to ask, collectively, all parties that have submitted proposals for additional information
- When conducting the re-evaluation, committee members will assign new points to each proposal using the same weighting criteria as provided above resulting in an overall ranking of the Best and Final proposals. The highest ranked proposal after the Best and Final Period will be notified as the apparent awardee. The SPC will then enter into final negotiations with the apparent awardee with the goal of finalizing a lease agreement.
- Should a situation arise where the apparent awardee is unable to meet the terms of SPC, the SC may elect to terminate negotiations and begin final negotiations with the 2nd highest ranked proposal, so on and so forth until a lease agreement is finalized. Notwithstanding, SPC, at all times, reserves the right to cancel any negotiations and this RFP.
- If a lease agreement is finalized with the apparent awardee, the SC will recommend to the Executive Director the apparent awardee's proposal be presented at SPC's next duly called meeting for Board approval.
- If approved by the SPC Board, SPC will execute the final lease agreement with the apparent awardee.

Questions and Requests for Clarification. It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP shall be submitted in writing (e-mail is preferable) to the Leasing Specialist identified above prior to the appropriate deadline indicated in the Schedule / Timing exhibit (Exhibit B). All relevant questions and requests for clarification received by SPC and the corresponding responses will be compiled and posted on the SPC's web-site.

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Exhibit A -Proposal Details

A. Property Ownership/Management

A1	Provide prospective landlord's legal name (also provide the name of property management firm or developer if applicable), address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available).
A2	Proposer must be able to demonstrate the financial wherewithal to fund the necessary improvement allowances and other transactions costs. Therefore, please describe the current ownership structure of the property, including: • Who are the partners, • Who is the managing partner • Who is the Lender • Level/amount of existing/remaining debt • Balance of any capital escrow account (i.e.) TI allowance • Maturity date of debt • Purchase options, • Other contracts or agreements that may impact property ownership or rights prior to or after lease execution.
A3	Describe the financial resources, and ability to obtain financial resources, of the submitting landlord and apparent fit to the project type and/or needs of SPC and Agency.
A4	Along with your submittal, please provide any and all comments to the specimen Lease Agreement (including the inclusion of any building rules and regulations) via a hard copy and a CD containing an electronically marked up copy of the agreement in both clean and redline Microsoft Word format which clearly indicate all deletions and/or additions desired by respondent and fully explains respondent's reasons for such deletions and/or additions.

B. Building and Site

B1	Please provide the building address, location map, site plan, exterior building photo of the main entrance and existing "as built" floor plans of the proposed Premises.
B2	Please provide the total rentable and usable square footage of the building according to the Building Owners and Managers Association International ("BOMA") standards per the following chart.

	USF	RSF	Common Area Add on Factor (Multi-tenant or single-tenant as applicable)
Floor 1			
Floor 2 (if applicable)			
Floor 3 (if applicable)			
Floor Etc. (if applicable)			
Total			

B3	Please provide the percentage of the building that the proposed Premises will occupy and the estimated value or insured value of the entire building
B4	Please provide a site plan that indicates the maximum total number of parking spaces associated with the building. Please state the maximum number of parking spaces you can/will provide Tenant. Please express this maximum number of parking spaces as an empirical number and as a ratio expressed as # of parking space per 1,000 rsf.
B5	Provide a brief description of the surrounding area and the appeal of the location of the property to the needs of Tenant. Also include the proximity (distance) of the Building to public transportation (if applicable).
B6	Describe any amenities available to Tenant. Please specify if there are any costs associated with such amenities.
B7	Describe "in place" security and safety features for the Building; including lighting, building security, parking lights, sidewalks, etc.
B8	Please provide the following information pertaining to the existing conditions of the Building:

1. Has the interior space (that is being proposed) been previously built out or is it raw (1st generation) space?	
If it is raw space:	
a. Has a base level HVAC system been installed?	
b. Have the columns or the areas around the windows been furred out, taped and bedded such that they are ready to receive paint?	
c. Is the fire protection sprinkler system been	

	installed? Are the heads turned up or down?	
	d. Are the window coverings (blinds) installed?	
	e. Is the ceiling grid installed?	
	f. Is the ceiling tile installed or is it purchased and staked on the floor or is it not purchased?	
	g. Describe the electrical panel location and capacity.	
	h. Are the restrooms within the Premises or in the common area?	
	i. Are required common area corridors installed?	
	j. Are the floors level?	
	If it is previously built space:	
	a. How old are the existing tenant improvements?	
	b. How old is the in place HVAC system?	
	c. How old is the in place ceiling?	
	d. What types of light fixtures are in the space (prismatic or parabolic)?	
	e. Describe the electrical panel location and capacity.	
	f. Are the restrooms within the Premises or in the common area? Are the restrooms up to code (ADA - 2012)?	
	g. Are the floors level?	

C. Economics of Proposal

C1 Please quote a rental rate per year over the term of the lease **<u>including any concessions you are willing to offer.</u>** Tenant's preference is for the rental rate to be "full service". If your normal rental quote is full service – we still need you to identify the following line items: operating expenses (or CAM), real estate taxes, insurance, utilities, janitorial and management fee. If your normal rental quote is NNN or modified gross, we also need you to identify the following line items: operating expenses (or CAM), real estate taxes, insurance, utilities, janitorial and management fee.

As the Tenant's preference is a full service rental quote – please provide for a Base Year that is the current calendar year if the term of the lease starts before July 1st and the next calendar year if the terms of the lease starts after July 1st. So – to reiterate – we need **<u>a rental quote for each year of the term (including concessions)</u>** and the following:

Item	Amount per RSF 2011 (actual)	Amount per RSF 2012 (actual)	Amount per RSF 2013 (estimate)
Operating Expenses (or CAM)			
Real Estate Taxes			
Insurance			
Utilities			
Janitorial			
Management Fee			
TOTAL			

C2	***Please provide for terms of 5 years.***
C3	Tenant's desired occupancy date is ***March 1, 2014.***
C4	Please include in your rental quote a $6.00/rsf furniture allowance.
C5	Please include in your rental quote a ***$2.00/rsf*** project management allowance.
C6	Please include in your rental quote ***$1.81/rsf*** space planning, construction document and MEP allowance.
C7	Please include in your rental quote a competitive per RSF tenant improvement allowance. Given your knowledge of the building you are proposing and your responses to section B8 above, please: • Delineate what portion of the tenant improvement allowance you are proposing that would be necessary to spend on the base building (HVAC, ceiling, restrooms, access corridors, etc.) to bring it to a "modern, efficient and code compliant (ADA) space, and • Delineate what portion of the tenant improvement allowance you are proposing you believe would be available for Tenant's specific interior improvements.
C8	Describe the expansion opportunities available in the building – paying particular attention to

	Tenant's ability to receive a "right of first refusal" and/or "expansion options".
C9	Provide a detailed breakdown of services and costs for property management.

D. Suitability

D1	Provide any information that may serve to differentiate the proposer from other proposers in suitability for the Agency and SPC. Include all unique qualifications the proposer believes are especially relevant to the scope of work contemplated herein.
D2	Provide a Gantt chart or schedule of activities from lease execution to tenant occupancy. Include construction and non-construction related activities.
D3	If the property will be a multi-tenant facility, please provide a list of current or planned tenants.

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Exhibit B – Schedule / Timing

The following Schedule of Events represents SPC's best estimate of the anticipated timeline that applies to this solicitation. All times indicated are Eastern time. SPC reserves the right to adjust the schedule, with prior notice, as it deems necessary:

Event	**Time / Date**
RFP publicly advertised:	***July 30, 2013***
Deadline to submit Proposer written questions:	***5:00 p.m. EST, August 6, 2013***
Answers to written questions posted on SPC Website by:	***August 13, 2013***
Deadline for submittal of Proposals:	***5:00 p.m. EST, August 20, 2013***
Notification of Finalists (if applicable):	***September 10, 2013***
SPC conducts site visits of finalist properties:	***No later than September 24, 2013***
Beginning of Best and Final Period:	***September 25, 2013***
End of Best and Final Period:	***October 9, 2013***
SPC recommends selection to SPC Board:	***TBD***

Cassidy Turley Commercial Real Estate Services

Exhibit C – Notice(s) to Proposers

All proposers should be aware that the project you are submitting a proposal on is a public procurement, and SPC is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, SPC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting lease.

Restriction of Communication. From the issue date of this solicitation until a successful respondent is selected and the selection is announced or the cancellation of this solicitation, interested proposers are not allowed to communicate about this solicitation with any member of SPC staff, its consultants, or members of the Selection Committee ("SC"), except for submission of questions as instructed in the RFP, or during the Best and Final Period,. **The designated Leasing Specialist shall be the sole point of contact for participating proposers for the duration of the procurement.** Other specific communications will be made as indicated in this RFP. In accordance with this Restriction of Communication, SPC reserves the right to reject the submittal of any respondent violating this provision.

Accuracy of Information. All information supplied in this RFP or by SPC or anyone acting on behalf of SPC, to a respondent is provided solely as a convenience to facilitate the selection process. SPC do not guarantee the accuracy or completeness of any such information supplied. In addition, respondent shall not rely on any express or implied statements, warranties or representations made by SPC or anyone acting on their behalf. Respondent agrees that SPC and their affiliates and their employees, representatives, agents, advisors or consultants cannot be held liable for any such statements, warranties or representations or inaccuracies or incompleteness in any information provided.

Proposal Modifications/Corrections/Withdrawals. Respondents may make no modification, correction or withdrawal of their submissions after the submission date. By submitting its submission, each respondent represents that: (i) it has read and understands this RFP; (ii) its submission complies with the requirements of this RFP; and (iii) respondent has the necessary corporate authority to make a submission.

Form of Lease Agreement. The SPC standardized Lease Agreement is attached as Exhibit J. In the event a lease is entered into the successful proposer will be required to sign a lease using the SPC lease documents.

Drug Free Workplace. SPC, as policy, operates all facilities as a drug-free workplace, and requires that the labor force of respondents be drug-free. The respondent hereby acknowledges this requirement, and asserts that the organization of the respondent adheres to such policy and practice. The respondent acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement. The respondent shall secure from any sub-consultant hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (respondent's name, sub-consultant's name) certifies to the respondent that a drug-free workplace will be provided for the sub-consultant's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." The respondent may be suspended, terminated, or debarred if it is determined that: 1) the respondent has made false certification hereinabove; or 2) the respondent has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

Non-Discrimination. SPC shall require, prior to, or incidental to, the award of a contract, confirmation by the respondent stating that the respondent has not discriminated and will not discriminate on the basis of race, creed, color, sex, religion or national origin in any of its employment practices with respect to the work force of the business, or procurement services in connection with this project. The successful respondent may be required to execute certificates, affirming these requirements of non-discrimination.

Procurement Protests. SPC's protest policy may be found at http://gspc.georgia.gov/policies for processing protests from proposers regarding the solicitation process and/or award of contracts.

Statement of Agreement. With submission of a response, the respondent agrees that he/she has carefully examined this solicitation, and agrees that it is the respondent's responsibility to request clarification on any issues in any section of the solicitation with which the respondent requires such clarification. The respondent also understands that failure to mention these items in the proposal will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere proposal; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

Submittal Costs and Confidentiality. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The SPC is not obligated to any party to reimburse such expenses. Upon receipt, all submittals become the property of the SPC. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act and subject to the Best and Final Period ,, the details of the submittal documents will remain confidential until final award.

Award Conditions. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal or the apparent awardee, is not binding upon SPC and does not obligate SPC to procure or enter into a lease for any property. Neither SPC nor any party submitting a response will be bound unless and until a written lease mutually accepted by both parties is negotiated as to its terms and conditions and is signed by SPC and a respondent. SPC reserves the right to waive non-compliance with any requirements of this solicitation and to reject any or all responses. Upon receipt and review of responses, SPC will determine the proposal(s) that in the sole judgment of the SPC is in the best interest of SPC (if any is so determined), with respect to the evaluation criteria stated herein. SPC will then conduct negotiations with such proposer(s) to determine if a mutually acceptable agreement may be reached.

Exhibit D – Market Commission and Payment Schedule

SPC, in its potential capacity as "Tenant", has engaged Cassidy Turley Real Estate Services, Inc. ("CT") to act as the Leasing Specialist. Accordingly, CT is acting as agent for Tenant in the RFP process and is not acting as agent for any prospective landlord. The apparent awardee shall pay to CT, a market commission in accordance with the below schedule which will be memorialized in a separate commission agreement. In addition, CT's services are governed by Ch. 520-1-.08 of the Georgia Real Estate Commission Rules and Regulations and O.C.G.A. § 10-6A-1 et seq., commonly known as the Brokerage Relationships in Real Estate Transactions Act ("BRRETA").

Pursuant to the commission agreement, if the apparent awardee and Tenant (i.e. SPC) enter into a lease for all or any portion of the selected property, the apparent awardee will pay to CT a commission in the amount of the first full month's rental plus four percent (4%) of the aggregate rental for the remaining initial lease term. The commission shall be earned in full upon the full execution and delivery of the lease agreement between the apparent awardee and Tenant. -One-half (1/2) of the commission shall be due and payable to CT upon lease execution and the remaining one-half (1/2) shall be due and payable no later than thirty (30) days after receipt of certificate of occupancy ("C of O"). In the event that the lease is net of services, "Base Rent" shall be calculated as if the lease were a "full-service" lease (i.e., including the estimated value of all operating expenses payable by Tenant during the first year of the term).

Pursuant to the commission agreement, if, at any time: (i) the term of the lease is renewed or extended whether or not pursuant to any option(s) or right(s) contained in the lease agreement; or (ii) Tenant leases other or additional space(s) from landlord (i.e. apparent awardee) whether or not pursuant to any option(s) or right(s) contained in the lease agreement; then, and in any such event, landlord shall pay to CT, within thirty (30) days of the execution of the applicable lease amendment by both landlord and Tenant for said renewal/extension of the term or said expansion space, as the case may be, an additional commission(s) based on the aggregate rental for the renewal or extension term(s) or for such other or additional space(s), and calculated at the rate of four percent (4%) of the aggregate Base Rent (as defined above) for the entire applicable lease term. Said commission will be due and payable in full upon execution and delivery of the applicable lease amendment by both Landlord and Tenant.

Exhibit E – Certification Form

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer has adequate financial resources to perform the contract, or the ability to obtain them

I further certify that the proposer is able to comply with the contract requirements, considering the proposers other business obligations

I further certify that the proposer has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills to perform the contract

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the SPC and/or GSFIC may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the SPC and/or GSFIC may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the SPC to award a lease agreement.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

_____ Signature Sworn and subscribed before me This _____ day of _____, 2013.	_____ NOTARY SEAL NOTARY PUBLIC My Commission Expires: _____

Exhibit F - Disclosure Statement

All proposers should be aware that the project you are submitting a proposal on is a public project, and the State Properties Commission is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, GSFIC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and SPC, (DFCS) the Using Agency, or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to SPC, the Using Agency (DFCS), or the end-user of the proposed project within the prior one-year period.

Insert Response

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with SPC, or the Using Agency (DFCS).

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal as deliverable B11. The Disclosure Statement may be included in the Appendix and not included in the page count requirement.

_____ Name of Firm _____ Authorized Signature	_____ Date

Exhibit G - Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

(Failure to submit this form with the Proposal will be grounds to reject Proposal)

Request for Proposal No. and Name: _____

_____

Proposer Name: _____

STATE OF GEORGIA **COUNTY OF: _____**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Georgia State Properties Commission** has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ (This is **NOT** an FEI number)

Federal Work Authorization User Identification Number

_____

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on , 2013 in (City), (State).

_____
Signature of Authorized Officer or Agent of Contractor

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ **DAY OF** _____, **20**13

_____
Notary Public

My Commission Expires: _____

Exhibit H – Specimen Lease Agreement

LEASE TO FOLLOW ON NEXT PAGE

STATE OF GEORGIA,

LEASE AGREEMENT#

COUNTY OF _____

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this __ day of _____, 20__, by and between _____ whose business address for purpose of this Agreement is in _____Party of the First Part, hereinafter referred to as "Landlord," and the STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

Definitions. The following words as used in this Agreement shall be defined as follows:

A. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.

B. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.

C. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

D. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.

E. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "regulated substance", "medical waste", "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.

F. "Janitorial Services" shall be construed to mean Landlord performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

G. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.

H. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.

I. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage".

K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.

L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

M. Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:
PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

ARTICLE I

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in _____ County, Georgia, and being more particularly described as follows, to wit:

Approximately _____ square feet of office space located at ____(address)_____ in ____(city)_____, Georgia _____(zip code)_____.

The above-described Premises being shown and delineated on a _____ , _____, drawing prepared for the Landlord and Tenant by _____and entitled Exhibit A (Floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

ARTICLE II - TERM

This Agreement shall be for a term of _____ (__) years, commencing on the _____ day of _____, 20__ (the "Commencement Date"), and ending at 12:00 midnight on the_____ day of _____, 20__ (the "Expiration Date"), (collectively the "Term") unless this Agreement shall be sooner terminated as hereinafter provided. Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. § 50-16-41, as amended, Tenant shall have the right to terminate this Agreement, without further obligation, if Tenant determines that adequate funds will not be available to satisfy Tenant's payment obligations under this Agreement. Tenant's determination regarding the availability of funds to satisfy Tenant's payment obligations under this Agreement shall be conclusive and binding on all Parties.

ARTICLE III - OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for _____ (__) additional periods of ___ (_) year(s) each. Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and at the same monthly rental rate herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms,

conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant**.**

ARTICLE IV - FIXED RENTAL

For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of _____$X,XXX.XX_____ dollars, beginning on the Commencement Date, and payable thereafter on the __1st__ day of each and every calendar month during the said Term, being at the rate of -------$XX,000.00-- Dollars per annum; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of rent payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis, and shall be payable, together with the monthly installment of rent for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of rent payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis.

ARTICLE V - COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

2. Riders. Riders, if any, attached hereto set forth certain original, additional or substitute provisions and are incorporated herein by reference. In the event of any conflict between this Agreement and any Riders, the terms of this Agreement shall control.

3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

5. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

6. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.

8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.

9. Binding Effect On Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

10. Landlord's Failure To Deliver The Premises At The Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.

11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not

terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.

12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than $1,000,000 each occurrence for injury, death, or damage to property and $3,000,000 in the aggregate; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "Remediation"), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

14. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

15. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

16. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election"). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. Rubbish Removal. Landlord shall keep the Common Area clean, both inside and outside, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.

18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the Common Area well lit and change light bulbs in the Common Area as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry For Inspection And Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days' prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises.

20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees.

Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.

21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.

26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

28. Entry For Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale", "For Rent" or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.

30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

31. Assignment and Subletting of Premises by the Tenant. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT (I) TENANT IS PUBLIC BODY CORPORATE AND POLITIC CREATED WITHIN THE EXECUTIVE BRANCH OF THE STATE GOVERNMENT OF GEORGIA BY O.C.G.A. § 50-16-32; (II) TENANT'S DUTIES INCLUDE THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE [AS DEFINED BY O.C.G.A. § 50-16-31(1.1)] IN THE MANNERS PERMITTED BY O.C.G.A. § 50-16-31 ET SEQ.; (III) PURSUANT TO O.C.G.A. § 50-16-41, THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE BY TENANT SHALL INCLUDE TENANT ENTERING INTO ANY NECESSARY AGREEMENTS TO RENT OR LEASE ADMINISTRATIVE SPACE AND THEN SUBSEQUENTLY SUBLETTING SUCH SPACE TO A USER AGENCY (AS HEREINAFTER DEFINED) REQUIRING THE SPACE. ACCORDINGLY, LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES, AND DOES HEREBY CONSENT TO TENANT'S SUBLET OF THE PREMISES, OR ANY PORTION THEREOF, AS WELL AS THE ASSIGNMENT OF THIS AGREEMENT, TO A USER AGENCY WITHOUT OBTAINING LANDLORD'S CONSENT, SO LONG AS TENANT GIVES LANDLORD PRIOR WRITTEN NOTICE THEREOF. FOR PURPOSES HEREOF, A "USER AGENCY" MEANS: (I) AN AGENCY, DEPARTMENT, COMMISSION, BOARD, PUBLIC BODY CORPORATE AND POLITIC, OR BUREAU OF THE STATE OF GEORGIA, AND (II) ANY OTHER ENTITY AS PERMITTED BY STATE LAW. ANY USER AGENCY SHALL HAVE THE RIGHT, AT ITS ELECTION, TO CURE ANY DEFAULT BY TENANT UNDER THIS AGREEMENT. LANDLORD SHALL IMMEDIATELY PROVIDE TENANT WITH COPIES OF ALL CORRESPONDENCE SENT BY LANDLORD TO A USER AGENCY (OR TO ANY OTHER SUBTENANT) AND COPIES OF ALL

CORRESPONDENCE RECEIVED BY LANDLORD FROM A USER AGENCY (OR FROM ANY OTHER SUBTENANT). NOTWITHSTANDING THE FOREGOING, LANDLORD ACKNOWLEDGES AND AGREES THAT THE USER AGENCY SHALL NOT BE AN AGENT OF TENANT AND SHALL NOT HAVE ACTUAL, CONSTRUCTIVE OR APPARENT AUTHORITY TO AMEND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT OR TO OTHERWISE BIND TENANT.

32. Surrender Of The Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. Miscellaneous.
A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.
B. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing. Tenant will affirmatively support or acknowledge the rights of any lender or other Party in connection with such financing to the extent permitted by law.
C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit "A" are subject to final approval by the State Fire Marshall's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshall's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshall's Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED **As to Landlord, in the presence of:** _____ **Witness** _____ **Notary Public** **My Commission Expires:** _____ **(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)**	**LANDLORD** _____**(L.S.)** _____**(L.S.)** **By**_____**(L.S.)** **Title**_____ **ATTEST:**_____**(L.S.)** **Title**_____

SIGNED, SEALED AND DELIVERED **As to Tenant, in the presence of:** _____ **Witness** _____ **Notary Public** **My Commission Expires:** _____ **(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)**	**TENANT** _____**(L.S.)** _____**(L.S.)** **By**_____**(L.S.)** **Title**_____

Rider

Exhibit _

[Floor Plans to Be Attached]

Cassidy Turley Commercial Real Estate Services

Exhibit I – Agency Requirements - Space Program

Space name	Staffing Number	Quantity/ Capacity	Size	Square Feet Required	NOTES
Staff					
Enclosed offices					
Manager	2	2	150	300	
Professional	11	12	120	1,440	
Open office workstations					
Professional	13	15	64	960	
Professional	1	1	64	64	Included under clerical/reception
Total number of work spaces, enclosed & open (capacity)		30			
Ancillary/Support					
Public waiting/reception		1	800	800	
Public unisex restroom		2	60	120	
Clerical/reception office		1	120	120	
Interview room (large)		2	250	500	
Interview room (small)		2	120	240	
Secured files		1	700	700	
Consultant/AWT assessment		1	240	240	
Conference/training room		1	600	600	
Copier/fax/mail		1	150	150	
Supplies		1	100	100	
Storage		1	100	100	
GTA Telecommunications (server)		1	150	150	
Common areas					
Staff ladies restroom		1	188	188	
Staff men's restroom		1	130	130	
Staff break room		1	200	200	
Electrical		1	30	30	
Mechanical		1	30	30	
Janitor's closet		1	30	30	
SUB-TOTAL				**7,192**	
35% Circulation				**2,517**	
TOTAL (Occupancy & area)	**27**			**9,709**	359.6 sf/pos
Total capacity	**30**			9,709	323.6 sf/pos