

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

1. LEASE NUMBER  
**GS-04B-50079**

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

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 681 rentable square feet of Office space located in Memphis, TN for occupancy not later than July 1, 2010 for a term of 7 Years. Rentable space must yield a minimum of 592 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.  
**INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS July 1, 2010**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

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

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

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

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

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

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

The Lessor shall complete any necessary alterations within N/A days after receipt of approved layout drawings.

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

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

**3. OTHER REQUIREMENTS**

Offerors should also include the following with their offers:

The space is being leased in the current configuration and condition with the exception of new carpet and paint.

The rate includes carpet and paint for the use of space occupied.

A Schedule of Janitorial Services as well as Periodic Maintenance is required.

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

**4. BASIS OF AWARD**

" THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

" OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE  
" APPROXIMATELY EQUAL TO PRICE " SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):

59

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

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  200 Jefferson Street  Memphis, TN	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  9TH	b. ROOM NUMBER(S)  925
	c. RENTABLE SQ. FT.  681	d. TYPE  <input checked="" type="checkbox"/> GENERAL OFFICE      OTHER (Specify)  <input type="checkbox"/> WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on July 1, 2010 and continuing through June 30, 2017 inclusive. The Government may terminate this lease at any time on or after NA, by giving at least NA days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

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

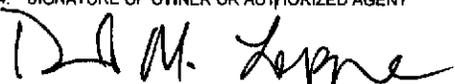
7. AMOUNT OF ANNUAL RENT 14,982	9. MAKE CHECKS PAYABLE TO (Name and address) HH HUB Properties LLC (see below)
------------------------------------	---

8. RATE PER MONTH 1,248.50\*

\*The building shell and occupied space are offered in the current configuration and condition with the exception of new carpet and space.

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

HH HUB Properties LLC  
400 Centre Street  
Newton, MA 02458

10b. TELEPHONE NUMBER OF OWNER 617-332-3990	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER      "      AUTHORIZED AGENT      "      OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT HH Hub Properties LLC	13. TITLE OF PERSON SIGNING Senior Vice President	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE May 18, 2010	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.  (Date)

**PART III - AWARD (To be completed by Government)**

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

Shell            15.72 x 681 rsf = \$10,705.32  
Operating      6.28 x 681 rsf = \$ 4,276.68  
Annual         22.00 x 681 rsf = \$14,982.00

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

17a. NAME OF CONTRACTING OFFICER (Type or Print) Elaine D. Peters 	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 6/1/10
---	---	---------------------