

LEASE NO. GS-04B-62345

Standard Lease
GSA FORM L201C (June 2012)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between Summit Grove Associates, LLP

(Lessor), whose principal place of business is , and whose interest in the Property described herein is that of Fee Owner, and The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1506 Klondike Road,
Suites 100, 300 301 and 306
Conyers, GA 30094

and more fully described in Section 1 and Exhibit 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

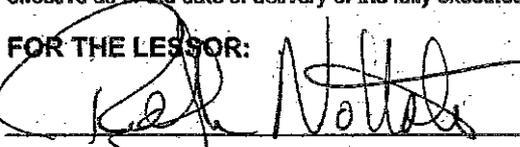
To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

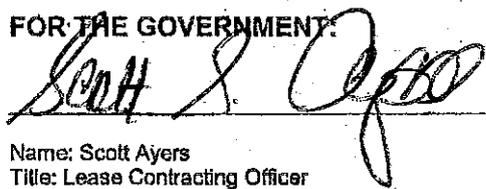
FOR THE LESSOR:



Name: Ralph Nottol
Title: Partner
Entity Name: Summit Grove Associates, LLP

Date: 7/20/12

FOR THE GOVERNMENT:



Name: Scott Ayers
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: 8/17/12

WITNESSED FOR THE LESSOR BY:



Name: Pamela Burnett
Title: Property mgr
Date: 8/20/12

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3009-0183.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 1

1.01 THE PREMISES (JUN 2012)..... 1
 1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)..... 1
 1.03 RENT AND OTHER CONSIDERATION (JUN 2012)..... 1
 1.04 PARAGRAPH INTENTIONALLY DELETED..... 2
 1.05 TERMINATION RIGHTS (AUG 2011)..... 2
 1.06 PARAGRAPH INTENTIONALLY DELETED..... 2
 1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)..... 2
 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)..... 2
 1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)..... 2
 1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)..... 2
 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)..... 3
 1.12 REAL ESTATE TAX BASE (JUN 2012)..... 3
 1.13 OPERATING COST BASE (AUG 2011)..... 3
 1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)..... 3
 1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)..... 3
 1.16 24-HOUR HVAC REQUIREMENT (APR 2011)..... 3
 1.17 PARAGRAPH INTENTIONALLY DELETED..... 3
 1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)..... 3

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS..... 4

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)..... 4
 2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)..... 4
 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)..... 5
 2.04 WAIVER OF RESTORATION (APR 2011)..... 5
 2.05 PARAGRAPH INTENTIONALLY DELETED..... 5
 2.06 CHANGE OF OWNERSHIP (JUN 2012)..... 5
 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)..... 5
 2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)..... 7
 2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)..... 7
 2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)..... 7
 2.11 PARAGRAPH INTENTIONALLY DELETED..... 8

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS..... 9

3.01 PARAGRAPH INTENTIONALLY DELETED..... 9
 3.02 WORK PERFORMANCE (JUN 2012)..... 9
 3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)..... 9
 3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)..... 9
 3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)..... 9
 3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)..... 9
 3.07 WOOD PRODUCTS (AUG 2008)..... 10
 3.08 ADHESIVES AND SEALANTS (AUG 2008)..... 10
 3.09 BUILDING SHELL REQUIREMENTS (JUN 2012)..... 10
 3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)..... 10
 3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)..... 11
 3.12 VESTIBULES (APR 2011)..... 11
 3.13 MEANS OF EGRESS (JUN 2012)..... 11
 3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)..... 11
 3.15 FIRE ALARM SYSTEM (JUN 2012)..... 11
 3.16 PARAGRAPH INTENTIONALLY DELETED..... 12
 3.17 ELEVATORS (JUN 2012)..... 12
 3.18 BUILDING DIRECTORY (APR 2011)..... 12
 3.19 FLAGPOLE (AUG 2011)..... 12
 3.20 DEMOLITION (JUN 2012)..... 12
 3.21 ACCESSIBILITY (FEB 2007)..... 12
 3.22 CEILINGS (JUN 2012)..... 12
 3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)..... 13
 3.24 DOORS: IDENTIFICATION (APR 2011)..... 13
 3.25 WINDOWS (APR 2011)..... 13
 3.26 PARTITIONS: GENERAL (APR 2011)..... 13
 3.27 PARTITIONS: PERMANENT (JUN 2012)..... 13
 3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)..... 13
 3.29 WALL FINISHES - SHELL (JUN 2012)..... 14
 3.30 PAINTING - SHELL (JUN 2012)..... 14
 3.31 FLOORS AND FLOOR LOAD (AUG 2011)..... 14
 3.32 FLOOR COVERING AND PERIMETERS - SHELL (JUN 2012)..... 14
 3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)..... 14
 3.34 BUILDING SYSTEMS (APR 2011)..... 14

3.35	ELECTRICAL (JUN 2012)	14
3.36	PARAGRAPH INTENTIONALLY DELETED	15
3.37	PLUMBING (JUN 2012)	15
3.38	DRINKING FOUNTAINS (APR 2011)	15
3.39	RESTROOMS (JUN 2012)	15
3.40	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	15
3.41	PARAGRAPH INTENTIONALLY DELETED	16
3.42	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (JUN 2012)	16
3.43	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	16
3.44	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	16
3.45	LIGHTING: INTERIOR AND PARKING- SHELL (JUN 2012)	16
3.46	ACOUSTICAL REQUIREMENTS (JUN 2012)	17
3.47	PARAGRAPH INTENTIONALLY DELETED	17
3.48	PARAGRAPH INTENTIONALLY DELETED	17
3.49	PARAGRAPH INTENTIONALLY DELETED	17
3.50	PARAGRAPH INTENTIONALLY DELETED	17
3.51	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	17
3.52	SYSTEMS COMMISSIONING (APR 2011)	18
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		19
4.01	SCHEDULE FOR COMPLETION OF SPACE (JUN 2012)	19
4.02	CONSTRUCTION DOCUMENTS (JUN 2012)	19
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (JUN 2012)	19
4.04	TENANT IMPROVEMENTS PRICING REQUIREMENTS (JUN 2012)	19
4.05	GREEN LEASE SUBMITTALS (JUN 2012)	20
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	21
4.07	PROGRESS REPORTS (JUN 2012)	21
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUN 2012)	21
4.09	CONSTRUCTION INSPECTIONS (APR 2011)	21
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JUN 2012)	21
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	21
4.12	AS-BUILT DRAWINGS (JUN 2012)	21
4.13	PARAGRAPH INTENTIONALLY DELETED	21
SECTION 5 TENANT IMPROVEMENT COMPONENTS		22
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)	22
5.02	FINISH SELECTIONS (JUN 2012)	22
5.03	WINDOW COVERINGS (JUN 2012)	22
5.04	DOORS: SUITE ENTRY (JUN 2012)	22
5.05	DOORS: INTERIOR (JUN 2012)	22
5.06	DOORS: HARDWARE (AUG 2011)	22
5.07	DOORS: IDENTIFICATION (JUN 2012)	23
5.08	PARTITIONS: SUBDIVIDING (JUN 2012)	23
5.09	WALL FINISHES (JUN 2012)	23
5.10	PAINTING - TI (JUN 2012)	23
5.11	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	24
5.12	HEATING AND AIR CONDITIONING (APR 2011)	24
5.13	ELECTRICAL: DISTRIBUTION (JUN 2012)	24
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	25
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	25
5.16	DATA DISTRIBUTION (JUN 2012)	25
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	25
5.18	LIGHTING: INTERIOR AND PARKING - TI (JUN 2012)	25
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		26
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	26
6.02	UTILITIES (APR 2011)	26
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)	26
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	26
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	26
6.06	OVERTIME HVAC USAGE (JUN 2012)	26
6.07	JANITORIAL SERVICES (JUN 2012)	27
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	27
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	27
6.10	SNOW REMOVAL (APR 2011)	28
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	28
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	28
6.13	ASBESTOS ABATEMENT (APR 2011)	28
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	28

6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	28
6.16	LANDSCAPING (JUN 2012)	28
6.17	PARAGRAPH INTENTIONALLY DELETED	29
6.18	RECYCLING (JUN 2012)	29
6.19	PARAGRAPH INTENTIONALLY DELETED	29
6.20	PARAGRAPH INTENTIONALLY DELETED	29
6.21	INDOOR AIR QUALITY (JUN 2012)	29
6.22	PARAGRAPH INTENTIONALLY DELETED	30
6.23	RADON IN AIR (JUN 2012)	30
6.24	PARAGRAPH INTENTIONALLY DELETED	31
6.25	HAZARDOUS MATERIALS (OCT 1996)	31
6.26	MOLD (AUG 2008)	31
6.27	OCCUPANT EMERGENCY PLANS (APR 2011)	31
6.28	FLAG DISPLAY (APR 2011)	31
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		32

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. SUB-PARAGRAPH INTENTIONALLY DELETED

1.04 PARAGRAPH INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 PARAGRAPH INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		1
GSA FORM 3517B GENERAL CLAUSES		2
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		3
SPECIAL AGENCY REQUIREMENTS		4

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$35,770,173.6 per ABOA SF (or \$349,750.00). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.5 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ AMOUNT)	\$7,000
GENERAL CONDITIONS (% OF TI COSTS)	7.00%
GENERAL CONTRACTOR'S FEES (% OF TI COSTS)	7.00%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5.00%

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 8.70 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 10,757 RSF by the total Building space of 123,643 RSF.

1.12 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$139,663.00.

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.49 per RSF (\$59,055.93/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.20 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$0.00 per hour per zone
- No. of zones: 0
- \$ 0.00 per hour for the entire Space.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.31 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.17 PARAGRAPH INTENTIONALLY DELETED

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.