

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **NOV 19 2009**

LEASE NO. **GS-04B-59153**

THIS LEASE, made and entered into this date by and between **ALICE LEIGHMONS WILLIAMS REVOCABLE TRUST**

whose address is 355 METROPOLITAN AVE.  
ROSLINDALE, MA 02131-4645

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 18,984 rentable (16,526 ANSI/BOMA office area) square feet of office and related space with 80 on-site parking spaces to be located in the [REDACTED] Building at 6005 Landmark Center Boulevard, City of Greensboro, County of Guilford, State of North Carolina, 27407-2634.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 7, 2010 through September 6, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: See Page 3. Paragraph 9.

<u>TERM</u>	<u>ANNUAL RENT*</u>	<u>RATE Per RSF<sup>1</sup></u>	<u>RATE Per OASF</u>	<u>MONTHLY RENT</u>
09/07/10 – 09/06/15	\$479,795.66	\$25.27	\$29.03	\$39,982.97
09/07/15 – 09/06/20	\$354,569.72	\$18.68	\$21.46	\$29,547.48

4. The Government may terminate this lease, in whole or in part, at any time on or after September 6, 2015, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE PER</u>	<u>MONTHLY RATE</u>
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provided notice be given in writing to the Lessor at least \_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. *Paragraph Deleted*

*new  
md*

6. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per BOMA office area square foot (POASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA office area square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ALICE LEIGHMONS WILLIAMS REVOCABLE TRUST  
c/o Lomax Properties  
3328-103 W. Friendly  
Greensboro, NC 27408

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8NC2132.
- B. Build-out in accordance with Solicitation for Offers 8NC2132. Government space layouts will be furnished within 120 working days from receipt of fully executed Lease. All tenant alterations are to be completed within 180 days from receipt of notice to proceed with agency approved working/construction drawings. Lease term is to be effective on the date of occupancy, if different from Paragraph 2.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer or Representative.
- D. Lessor shall provide 80 on-site parking spaces at no additional cost to the Government for parking in accordance with SFO 8NC2132.

8. The following are attached and made a part hereof:

- A. Solicitation for Offers 8NC2132,
- B. GSA Form 3517B entitled General Clauses (Rev. 11/05),
- C. GSA Form 3518 entitled Representations and Certification (Rev. 1/07),
- D. Commission Agreement Dated March 28, 2009 and Signed April 21, 2009,
- E. Floor plans submitted with Revised Final Proposal dated April 21, 2009.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **Nora A. Williams, Trustee**

[Redacted]

*Nora A. Williams*  
(Signature)

[Redacted]

355 Metropolitan Ave Roslindale, MA  
(Address) 02131

UNITED STATES OF AMERICA

[Redacted]

11/3/09

MARIA DENT, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

Continuation Sheet, Standard Form 2  
General Services Lease Contract GS-04B-59153

9. In accordance with SOLICITATION FOR OFFERS 8NC2132, Paragraph 4.6 (Overtime Usage), the overtime usage is \$10.00 per hour to the Government. Normal operating hours are established as 7:am to 6:pm Monday through Saturday.
10. Items as specified in SOLICITATION FOR OFFERS 8NC2132 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Government, at its sole discretion may use all or part of the Tenant Alterations Allowance of \$543,041.10 amortized in the lease rental payments at 5.75% (\$6.60 prsf, \$7.58 poasf) using end-of-month payments. In addition, the Government, at it's sole discretion, may return to the Lessor any amount of the Tenant Alterations Allowance, in exchange for the Government's choice of free rent or a decrease in rent according to the amortization rate over the firm term of the lease as indicated in this lease.
11. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
12. In accordance with the SOLICITATION FOR OFFERS 8NC2132, Paragraph 4.1C (Common Area Factor), the common area factor (CAF) is established as 14.87%.
13. In accordance with the SOLICITATION FOR OFFERS 8NC2132, Paragraph 4.3 (Operating Costs), base operating costs for services and utilities are established as \$63,545 annually (\$3.35 per rentable square foot; \$3.85 per BOMA office area square foot.
14. In accordance with the SOLICITATION FOR OFFERS 8NC2132, Paragraph 4.4 (Adjustment for Vacant Premises), the rental rate reduction is established as \$1.40 per ANSI/BOMA square foot.
15. In accordance with the SOLICITATION FOR OFFERS 8NC2132, Paragraph 2.4. Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] for the broker's fee is established based upon [REDACTED]. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. The broker's fee will remain constant regardless of the measurement of space and/or change orders unless there is a substantive change to the contract necessitating revision of the subject commission. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Lessor agrees to pay the Commission less the Commission Credit, to the Broker in accordance with the Commission Agreement incorporated in and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$39,982.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$39,982.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$39,982.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

16. In accordance with SOLICITATION FOR OFFERS 8NC2132, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 100% (Based on Government occupancy of 18,984 rentable square feet and total building area of 18,984 rentable square feet). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum BOMA office area square feet stated in the SOLICITATION FOR OFFERS 8NC2132, and in accordance with GSAF 3517, GENERAL CLAUSES.

INITIALS:     *AW*      
LESSOR

    *MD*      
GOV'T

[Redacted] \_\_\_\_\_  
A \_\_\_\_\_ TRUST

[Redacted]

11/3/09  
\_\_\_\_\_   
ICER

INITIALS: rw  
LESSOR

MD  
GOV'T