

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

January 26, 2011

LEASE NO.

GS-03B-09614

THIS LEASE, made and entered into this date by and between

**First Campbell Square LLC**  
whose address is **210 First Street S.W.**  
**Roanoke, VA 24011-1605**

and whose interest in the property hereinafter described is that of the owner,

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

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

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

1,610 rentable square feet (RSF) yielding approximately 1,400 ANSI/BOMA Office Area (ABOA) square feet and an additional 345 rentable square feet (RSF), yielding approximately 300 ANSI/BOMA Office Area (ABOA) square feet, of free space (which the Government won't be charged rent, including real estate taxes and operating cost escalations) in excess of the total 1,610 (RSF)/1,400 (ABOA) square feet indicated above, for a total of 1,955 rentable square feet (RSF), yielding 1,700 ANSI/BOMA Office Area (ABOA) square feet and related space located on the first floor, at the

**First Campbell Square**  
**210 First Street S.W.**  
**Roanoke, VA, 24016-1605**

together with 4 surface parking space 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 See Lease Rider Paragraph 11 through See Lease Rider Paragraph 11, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph 11 at the rate of See Lease Rider Paragraph 11 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to  
**First Campbell Square LLC**  
**210 First Street S.W.**  
**Roanoke, VA 24011-1605**
4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5<sup>th</sup>) full year of occupancy by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

INITIALS:

JCS & SAM

LESSOR

GOV'T

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
  
6. The following are attached and made a part hereof:
  - A. Rider to Lease **GS-03B-09614**
  - B. Solicitation for Offers # **8VA9020**
  - C. Floor Plans **Exhibit A**
  - D. GSA Form 3517, "General Clauses"
  - E. GSA Form 3518, "Representations and Certifications"
  
7. The following changes were made in this lease prior to its execution: None

This lease contains 99 pages

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

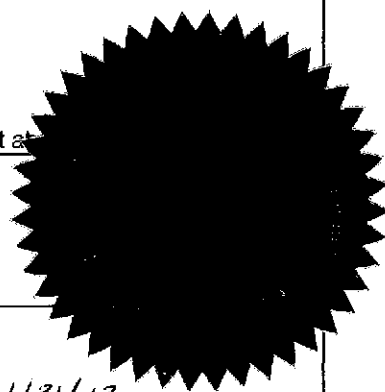
LESSOR **First Campbell Square LLC**

BY \_\_\_\_\_ *Managing Member* \_\_\_\_\_  
(Signature) (Signature)

IN PRESENCE \_\_\_\_\_ *Commission Expires 1/31/13* \_\_\_\_\_  
(Signature) *Reg # 226 084* (Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE**

BY \_\_\_\_\_ **Contracting Officer** \_\_\_\_\_  
(Signature) (Official title)



8. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 1.93 percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 1,610 rentable square feet by the total building space of 83,558 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$6.426857143 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

11. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 30 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Lessor JDS Government SAC

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**Years 1 through 10:**

The total annual rent of \$36,465.91 breaks down as follows\*:

**Shell Rent:**

\$19,080.80 per year

**Amortized annual cost for Tenant Improvement Allowance\*:**

\$8,387.51 per year

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6% over a 120 month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

**Interest rate** at which Tenant Alterations are amortized: 6%

**Annual Cost of Services:** \$8,997.60 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$51,800.00 or \$37.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6% amortization rate over the firm term of 10 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

Lessor IPS Government SAM

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12. In accordance with Paragraph 3.4 "GSA Forms and Pricing Information" and Paragraph 5.2, "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

1. Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$2,000.00.

In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.2, "Tenant Improvements Pricing Requirements" of the Lease, the overhead and profit charged by the Lessor for Tenant Improvements requested by the Government is 14% of Total Construction costs.

13. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$50.00 per hour.

14. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be negotiated as needed.

15. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

16. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor JPS Government SM