

This Lease is made and entered into between

First Campbell Square LLC

("the Lessor"), whose principal place of business is **First Campbell Square, 210 First Street, SW, Suite 320, Roanoke, Virginia 24011-1605** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

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

**First Campbell Square
210 First Street, SW
Roanoke, Virginia 24011-1605**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning June 26, 2012 and continuing through June 25, 2022,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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:

[Redacted Signature]

Name: Roger D. Steele

Title: MEMBER

Date: 05/30/2012

FOR THE GOVERNMENT:

[Redacted Signature]

Cathleen Ryer

Lease LCO

Date: 6/6/12

WIT:

[Redacted Signature]

Name:

Title: Building Manager

Date: 5/30/12

The Government may terminate this Lease, in whole or in parts, at any time effective after June 26, 2017 by providing not less than 90 calendar 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 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES
ADDITIONAL SECURITY REQUIREMENTS	2
RLP AMENDMENT 1	1
GSA FORM 3517B GENERAL CLAUSES	33
GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS	7
FLOOR PLAN(S)	2

1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 6.4 percent. The percentage of occupancy is derived by dividing the total Government space of 5,246 RSF by the total building space of 82,025 rentable square feet.

1.09 OPERATING COST BASE (SEPT 2014) INTENTIONALLY DELETED

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section 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 \$8.35 per ABOA sq. ft. of space vacated by the Government.

1.11 HOURLY OVERTIME HVAC RATES (SEPT 2011)

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

\$8.00 per hour per floor

Number of floors: 2

1.12 24-HOUR HVAC REQUIREMENT (APR 2014) INTENTIONALLY DELETED

1.13 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

The Lessor shall be required to complete the following additional building improvements, at no additional cost to the Government, prior to acceptance of the Space:

A. The energy efficient cost effect upgrades to be installed within 60 calendar days include Green Label Plus carpet, zero VOC compliant paint, and LED replacement lighting.

B. New paint and carpet for the leased premises, in accordance with the "Painting" and "Floor Coverings and Perimeters" paragraphs of this Lease, shall occur within 60 calendar days of lease commencement. This shall include the moving and returning of furnishings. This work shall be accomplished on weekends, in multiple phases, so as not to interrupt continuing agency operations during normal operating hours.