

LEASE NO. GS-03P-LVA12166

Succeeding/Superseding Lease
GSA FORM L202 (September 2013)

This Lease is made and entered into between

WEST CHURCH, LLC

(Lessor), whose principal place of business is **101 Mountain Avenue SW, Roanoke, VA 24016-4115** 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

BB&T Bank Building, 310 First Street SW, Roanoke, VA 24011-1926

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, 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 either upon May 27, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, 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 kept as a permanent record of the fully executed Lease to the Lessor.



Name: WALTER GUDSEY

Title: MANAGER

Date: 11/18/14



Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 11/25/2014



Name: William Nantz

Title: PROJECT MANAGER (GSA)

Date: 11/17/14

LEASE NO. GS-03P-LVA12166

LESSOR: WOG GOVERNMENT: WMM

GSA FORM L202 (09/13)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 29,188 rentable square feet (RSF), yielding 27,356 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the entire 8th, 9th, and 10th floors, and a portion of the 11th floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 7 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 11 structured parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$521,881.44	\$521,881.44
TENANT IMPROVEMENTS RENT ²	\$ 18,158.00	\$0.00
OPERATING COSTS ³	\$ 163,674.60	\$ 163,674.60
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 23,115.09	\$0.00
TOTAL ANNUAL RENT	\$726,829.13	\$685,556.04

¹Shell rent calculation:

(Firm Term) \$17.88 per RSF multiplied by 29,188 RSF

(Non Firm Term) \$17.88 per RSF multiplied by 29,188 RSF

²The Tenant Improvement Allowance of \$74,627.00 is amortized at a rate of 8.0 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.60759 per RSF multiplied by 29,188 RSF

⁴Building Specific Amortized Capital (BSAC) of \$95,000 are amortized at a rate of 8.0 percent per annum over 5 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 27,356 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. SAVILLS STUDLEY, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. No commission credit is owed to the Government as part of this Lease.

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 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 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	10	C
SECURITY UNIT PRICE LIST	3	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
TENANT IMPROVEMENT SCOPE OF WORK	4	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)

The Government may elect 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 elect to pay lump sum for any part or all of the remaining unpaid amortized 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.

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

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 24.3 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 29,188 RSF by the total Building space of 120,000 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

Once the Government is in receipt of tax receipts associated with the anticipated June 30, 2016 expiration of the abatement period, the parties will mutually agree to a real estate tax base, as per Paragraph 2.07, "Real Estate Tax Adjustment."

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.60 (rounded)** per RSF (\$163,674.60/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 **\$1.25** per ABOA SF for each partial floor vacated by the Government, and **\$2.00** per ABOA SF for each full floor 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:"

- **\$55.00** per hour for the entire Space.

1.16 INTENTIONALLY DELETED

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building/Space improvements prior to acceptance of the Space:

- A. Restrooms – Lessor shall renovate existing restrooms on floors 8-10 of the leased premises. Restrooms shall meet all accessibility and finish standards applicable to this Lease. Bathroom renovations will include more energy efficient plumbing fixtures and upgraded lighting. All bathrooms on USAO floors are due to be completed within six months of lease commencement.
- B. Fire and Life Safety - Lessor shall ensure and provide as necessary, at Lessor's expense, all Fire and Life Safety improvements required by the Lease. Specifically, Lessor shall complete all of the recommended actions shown below:
 1. Entry door into Stair No. 2 on the fifth floor shall be adjusted to latch properly.
 2. Exit sign on 9th floor near Secure Storage shall be modified such that the directional arrow is pointing in correct direction.
 3. Exit signs in public spaces on the 8th, 9th and 10th floors shall be changed to point toward stairways as a means of egress instead of toward the elevators.
 4. Foot-candle levels to be tested and emergency lights upgraded in Corridor 830 on the 8th floor, tenant space on the 11th floor (including private law office) and public spaces on 8th, 9th, 10th and 11th floor spaces, if necessary, to achieve emergency lighting foot-candle levels required by Sections 1006.3 and 1006.4 of the 2009 International Building Code.
 5. Stairwell lighting and mechanical areas shall be replaced with new LED lighting. Emergency lighting shall be adjusted at same time to provide adequate egress pathway lighting.
 6. Ensure that the exit sign in Corridor 938 on the 11th floor Lobby is present, meets code, and does not obstruct the sprinkler head coverage area.
 7. Ensure that the sprinkler in the 11th floor supply closet is located more than 4" from the wall.
 8. Ensure that 400A fuses are large enough to carry the locked rotor current.
 9. Add additional visual notification devices as necessary in the 8th, 9th, 10th and 11th floor common spaces, employee work areas and 11th floor private law office to comply with Section 907.5.2.3 of the 2009 International Building Code.
 10. Install smoke detectors in electric and telephone closets on the 8th, 9th, 10th and 11th floors.
 11. Install a smoke detector in the service elevator lobby.
- C. Re-painting of the leased premises on the 8th, 9th and 10th floors, only in the areas outlined in the attached Exhibit G, "TENANT IMPROVEMENT SCOPE OF WORK," in accordance with the specifications outlined in the "Painting — TI" paragraph in Section 5 of this Lease.
- D. Re-carpeting of the leased premises on the 8th, 9th and 10th floors, only in the areas outlined in the attached Exhibit G, "TENANT IMPROVEMENT SCOPE OF WORK," in accordance with the specifications outlined in the "Floor Coverings and Perimeters (Succeeding)" paragraph in Section 5 of this Lease.