

LEASE NO. GS-03P-
LVA12184

Simplified Lease
GSA FORM L201A (September 2013)

This Lease is made and entered into between

Hale, W. David

(Lessor), whose principal place of business address is [REDACTED] 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

36 Executive Circle, Suite 1, Roanoke, VA 24012-8939

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 120 Days 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 be 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: W. DAVID HALE

Title: OWNER

Entity Name: W. DAVID HALE

Date: 3/16/15

Title: [REDACTED]

Date: 3/16/2015

[REDACTED]
General Services Administration, Public Buildings Service

Date: 04/03/2015

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

1.04 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease (120 days) by providing not less than 120 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.

1.05 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for two terms of [REDACTED] at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least 60 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	3	A
Floor Plan Delineating the Premises	1	B
Agency Specific Requirements	17	C
Representations and Certifications (GSA Form 3518A)	7	D
Security Requirements	3	E

1.07 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)

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 40 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 10,000 RSF by the total Building space of 4,004.3 RSF.

1.08 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 \$4.70 per ANSI BOMA (\$16,365.40/annum).

1.09 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Repaint all walls, doors, and jambs throughout space.
- B. Replace all floorcovering, including carpet, VCT, ceramic tile, and base, throughout space.
 - a. NOTE – Prior to renovation of space, the lessor shall provide the [REDACTED] County Executive Director with a sample board that contains a minimum of 3 color samples for the doors and jambs along with a minimum of 3 samples of carpet, VCT, ceramic tile, and base. The paint and floorcovering samples shall be compatible.
- C. IT room (ADP Room) alterations in accordance with attached [REDACTED]
- D. Agency Signage in accordance with attached [REDACTED]
- E. Replacement of reception area countertops.