

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-02173

JAN 12 2011

THIS LEASE, made and entered into this date between Colchester Security II, LLC  
whose address is: c/o Colchester Security II, LLC  
10501 Furnace Road, Suite 208  
Lorton, Virginia 22079

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 approximately 52,885 Rentable Square Feet (RSF), [yielding 52,288 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space, located in the building known as Building # 7 in (Bay's D, E, F, G, H, I J, K, and Bay L) yielding (48,896BRSF/48,344/BOASF) and in the mezzanine area yielding (3,989BRSF/3,944/BOASF at Gunston Commerce Center, located at 10400 Furnace Road, Lorton Virginia, 22079-2613. To be used for office and related purpose as determined by the Government. (See Exhibit A – Floor plan of leased premises.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term. The commencement date shall be determined in accordance with SFO Section 3.17, Construction Schedule of Tenant Improvements and SFO Attachments 2 & 3, and the term shall end five (5) years later, subject the renewal right hereinafter set forth.

The Government shall pay the Lessor an annual rent of \$1,758,968.32 (\$33.26/BRSF (\$33.260249976 which is equivalent to \$33.64/BOASF) at the rate of \$146,580.69 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$378,565.12 (\$7.16BRSF/\$7.24/BOASF), and base real estate taxes. Rent checks shall be payable to: Colchester Security II, LLC 10501 Furnace Road, Suite 208, Lorton, Virginia 22079-4128.

4. ~~The government may terminate this lease at any time by giving at least \_\_\_\_\_ 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.~~

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

The Government shall have the right to one (1) renewal option for a \_\_\_\_\_ at an annual rent of \_\_\_\_\_ which is equivalent to \_\_\_\_\_ at the rate of \_\_\_\_\_ per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-016. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease 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.

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

All items mentioned in the SFO.

LESSOR  Date: \_\_\_\_\_ GOVT  Date: \_\_\_\_\_

(REVISED 9/21/10)

- a) The Lessor shall correct all deficiencies 90 days after execution of this lease, and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b) Tenant Improvements: Lessor shall make available to the Government a tenant improvement fund of up to \$1,045,760.00 (\$20/BOASF) at 10% percent per annum over the firm term. Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and new rent.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 68.2290256%, based on 52,885BRSF/77,511BRSF, subject to confirmation of the total rentable square feet of the entire building.
- d) Surface Parking. The Government shall have the exclusive use and enjoyment of the Parking Lot, which is striped and has capacity for approximately 175 vehicles.
- e) The general contractor's total fees for overhead and profit shall not exceed 6%, the total fees for general conditions shall not exceed 5% and the total fees for construction management/coordination fees shall not exceed 4%. Architectural and engineering fees, if any shall not exceed \$6.75 per BOASF. Any such fees will be paid for out of the tenant improvements allowance.
- f) The LAN room shall be separately metered in the Lessor's name. GSA shall reimburse Lessor for said cost via RWA from client agency.
- g) Normal Hours for services, utilities, and maintenance shall be provided daily, extending 7:00 AM to 6:00 PM except Saturday and Sundays, and federal holidays.
- e) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

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

1. Solicitation For Offers (SFO) # 07-016, 52 pages
2. Security Rider 1, 1 page
3. Fire & Life Safety Rider 2, 1 page
4. Solicitation Attachment #1, Rate Structure, 1 pages
5. Solicitation Attachment #2, Construction Schedule, 1 pages
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation & GSA Review, 7 pages
8. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
9. GSA Form 1364, Proposal To Lease Space, 2 pages
10. GSA Form 3517b, General Clauses, 32 pages
11. GSA Form 3518, Representations and Certifications, 7 pages
12. Floor Plan of Leased Area, 1 page

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

LESSOR: Colchester Security II, LLC

BY Edwin W. Lynch

BY Edwin W. Lynch

IN PRESENCE OF [Signature]

ADDRESS [Redacted]

Date: 12/13/2010

UNITED STATES OF AMERICA

JAN 12/2011

BY [Signature] CONTRACTING OFFICER, GSA, NCR Date: 12/13/2010