

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: FEB - 3 2011

LEASE No.

GS-11B- 02281

FEB - 3 2011

THIS LEASE, made and entered into this date between **Colchester Land Company, L.L.C.**
whose address is

10501 Furnace Road
Suite 208
Lorton, Virginia 22079-2633

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 54,721 BOMA Rentable Square Feet (BRSF) yielding 51,694 ANSI/BOMA Office Area Square Feet (ABOA) located on the two floors which constitute the entire building known as Gunston Commerce Center Bldg 9 at 10450 Furnace Road, Lorton, Virginia 22079-4128 to be used for SUCH OFFICE, WAREHOUSE, AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plans of leased premises). Covered by this Lease are 112 surface parking spaces at no cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the firm term commencing in accordance with the terms of the Solicitation for Offers # 7VA2101 and continuing for 10 years from the commencement date, which shall be established in accordance with the SFO in a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$1,538,754.52 (\$28.12/BRSF) at the rate of \$128,229.54 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$197,336.00 (approximately \$3.82 per ABOA), a real estate tax base and \$39,290.26 to amortize a tenant improvement allowance of \$258,470.00 (\$5.00 per ABOA) at Nine percent (9%) annual interest. Rent checks shall be made payable to: Colchester Land Company, L.L.C., Furnace Road, Suite 208, Lorton, Virginia 22079-2633 or in accordance with the provision on electronic payment of funds.

The Government shall be entitled to a rent abatement in the amount of \$128,229.54, to be applied against rent due for the full first month of this Lease.

4. Intentionally Deleted

5. Intentionally Deleted

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

A. All services, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments, are included as a component of the rent. With the exception of water, consumption of which is included in the rent, meters for utilities (electric and gas) shall be in the Government's name for direct payment to the utility providers by the Government.

B. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$258,470.00 (\$5.00 x 51,694 ABOA). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent, with the \$5.00 per ABOA being amortized at a rate of 9% over the ten-year firm Lease term. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the 9% amortization rate. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in Paragraph 3.3 "Tenant Improvement Rental Adjustment" and Paragraph 5.2 "Tenant Improvements Pricing Requirements," with the understanding that bidding shall take place at the General Contractor or trade/subcontractor level. Any work items provided by the General Contractor, or for which there is no adequate competition at the trade/subcontractor level, shall be subject to the Government's review of cost and pricing data.

C. The following limits on markups shall apply to initial tenant improvements, including change orders: Offeror's General Contractor's fee shall not exceed 6%, Lessor's overhead, profit, and project management fees shall not exceed 4%, general conditions shall not exceed 5%, and architectural/engineering cost shall not exceed \$4.48 per ABOA.

For post occupancy tenant improvements the Lessor's overhead, profit and project management fees shall not exceed 10% for the first \$100,000.00 of the project cost and 4% for any additional cost above the amount of \$100,000.00 (i.e. for an improvement costing \$150,000.00, the Lessor's fee would be \$12,000.00. $\$12,000.00 = (\$100,000.00 \times 10\%) + (\$50,000.00 \times 4\%)$).

D. For purposes of Paragraph 4.2 of the SFO, as of the date hereof, the Government's percentage of occupancy is 100%, based on occupancy of 54,721 BRSF in a building of 54,721 BRSF.

F. For purposes of Paragraph 4.3 of the SFO, as of the date hereof, the operating cost base is \$197,336.00. This operating cost base is inclusive of base building operations, daytime cleaning services and building maintenance and repair contracts.

G. Pursuant to Paragraph 4.1(C) of the SFO, the Common Area Factor is determined to be 1.058556119, calculated as follows: $54,721 \text{ BRSF} / 51,694 \text{ ABOA}$.

H. The rental rate incorporated in this SF-2 is in accordance with the terms and conditions offered for the building shell in Option III of Form 1364. However, should the terms and conditions of Option III exceed the Government's requirements as part of the building shell or do not cover the entire building, the Annual Rent shall be adjusted by \$152.00 for each \$1,000.00 of savings on the costs of the Vanilla Shell below \$1,900,800.00. It is expressly agreed that Lessor's Vanilla Shell costs will include Architectural fees and construction fees separate and apart from the fees described in Paragraph 6 C above.

I. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

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

- A. Exhibit A - Floor Plans of the Leased Area, 2 pages
- B. Rider #1 - Fire & Life Safety, 1 page
- C. Solicitation For Offers # 7VA2101, 47 pages
- D. Fire Protection and Life Safety Evaluation - 14 pages
- E. Pre-Lease Building Security Plan, 7 pages

- F. GSA Form 1217 – Lessor's Annual Cost Statement, 2 pages
- G. GSA Form 3517B - General Clauses, 33 pages
- H. GSA Form 3518 – Representations and Certifications, 7 pages

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 have been deleted in their entirety.

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

Lessor: **Colchester Land Company, L.L.C.**

By: _____

IN PR
OF

ADDRESS 10501 Furnace Road Suite 208, Lorton VA 22079

UNITED STATES OF AMERICA

BY _____

OFFICER