

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

3-23-2009

LEASE NO.

GS-03B-09350

THIS LEASE, made and entered into this date by and between FREDERICKSBURG 35, LLC

Whose address is 8405 GREENSBORO DRIVE
SUITE 830
MCLEAN, VA 22102

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 9,087 rentable square feet (RSF) of office and related space, which yields approximately 8,232 ANSI/BOMA Office Area (ABOA) square feet of space at 1440 Central Park Boulevard, Fredericksburg, VA 22401 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 18 secured parking spaces for exclusive use of official Government vehicles, Government employees, and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on (See Rider Paragraph 13) and continuing through (See Rider Paragraph 13), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of (See Rider Paragraph 13) at the rate of (See Rider Paragraph 13) per (See Rider Paragraph 13) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

FREDERICKSBURG 35, LLC
8405 GREENSBORO DRIVE
SUITE 830
MCLEAN, VA 22102

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) full year of occupancy by giving at least 90 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 terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at lease _____ days before the end of the original lease term or any renewal 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.~~

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6. *The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. All Services, Utilities, Maintenance, Operations, and other considerations as set forth in this lease.
 - B. Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 7VA2433, dated August 7, 2008 (43 pages).
 - C. This lease contains 129 pages.

7. The following are attached and made a part hereof:
 - A. Rider to Lease GS-03B-09350- 4 pages
 - B. Solicitation for Offers (SFO) No. 7VA2433- 42 pages
 - C. Amendment 1 to SFO No. 7VA2433- 1 page
 - D. Amendment 2 to SFO No. 7VA2433- 1 page
 - E. ■ Special Requirements- 38 pages
 - F. General Clauses (GSA Form 3517B)- 33 pages
 - G. Representations and Certifications (GSA Form 3518)- 7 pages
 - H. Floor plan- 1 page

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

None

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

LESSOR
 FREDERICK [REDACTED] LLC

BY _____ (Signature) _____ *Manager* (Title)

IN PRESENCE OF _____ [REDACTED]

UNITED STATES OF AMERICA

BY _____ Contracting Officer, General Services Administration (Official Title)

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9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to **20.5%** percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of **9,087** rentable square feet by the total building space of 44,306 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated which is **\$3.47** per rentable square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least 30 days and no more than 60 days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and

Lessor HSF Government [Signature]

deliver the leased premises ready for occupancy by the Government within **ninety (90) calendar days** from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. **Under no circumstance will the Government accept space as substantially complete prior to October 1, 2009.**

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for **fifteen (15) consecutive calendar years**, with the Government having termination rights in whole or in part at any time on or after the tenth (10th) full year of occupancy, upon ninety (90) days written notice to the Lessor. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.7 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 10: A total annual rent of \$218,108.81 broken down as follows:

Shell Rent \$15.06 per Rentable Square Foot (RSF),

Amortized annual cost per RSF for Tenant Alteration Allowance*:

\$5.47228996 per RSF

Interest rate at which Tenant Alterations are amortized: 8%

Annual Cost of Services: \$3.47 per RSF

TOTAL: \$218,108.81 annual rent or approximately \$24.00228996 per RSF

Years 11 through 15: A total annual rent of \$218,088.00 broken down as follows:

Shell Rent* \$20.53 per Rentable Square Foot (RSF),

**Amortized annual cost per RSF for Tenant Alteration Allowance:
\$0.00 per RSF**

Annual Cost of Services: \$3.47 per RSF, plus accrued escalations per Paragraph 3.6, Operating Costs

TOTAL: \$218,088.00 annual rent or approximately \$24.00 per RSF

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of **\$341,545.65** or \$41.49 per ANSI/BOMA Office Area (ABOA) Square Foot, which is included in the rent, using the **8%** amortization rate over the firm term of **ten (10)** years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the **8%** amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

14. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) full year of occupancy upon ninety (90) calendar days written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Lessor HJF Government [Signature]

15. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is **1.103862973**.

16. In accordance with Paragraph 7.3 of the lease, the additional cost to the Government for overtime use of Government leased space is **\$0** per hour.

17. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

18. The Lessor's overhead and profit fee for the Tenant Improvements is **0%**.

19. In accordance with Paragraph 3.10 of the lease, if the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced at the rate of **\$1.50** per ABOA square foot.

20. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor

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