

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

11 April 2011

LEASE NO. GS-03B-11334

THIS LEASE, made and entered into this date by and between

Route 610 Investments, LLC

whose address is **400 Charles Street**

Fredericksburg, Virginia 22401-5761

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

30,623 Rentable Square Feet yielding approximately 27,235 ANSI/BOMA Office Area square feet of office and related space located on the first (1st) Floor, at 105 Tech Parkway, Building 5, Stafford, Virginia 22556-8618, together with 166 on-site surface parking spaces, to be used for such purposes as determined by the General Services Administration (GSA).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph 14 through See Lease Rider Paragraph 14, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See Lease Rider Paragraph 14 at the rate of See Lease Rider Paragraph 14 per month in arrears. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

Route 610 Investments, LLC
400 Charles Street
Fredericksburg, Virginia 22401-5761

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) full year of occupancy by giving at least ninety (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:~~

~~{Number of Options} {Option Term} year period(s) at the annual rental of \$_____ (\$_____ per ABOA square foot), plus accrued operating cost escalations provided notice be given in writing to the Lessor at least _____ 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.~~

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

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
B. All alterations and installations in accordance with the Government-approved Design Intent Drawings (DIDs), Lessor-approved Construction Drawings/Documents, and the Lease.

7. The following are attached and made a part hereof:
- A. Rider to Lease #GS-03B-11334;
 - B. Solicitation for Offers (SFO) #9VA2453;
 - C. GSA Form 3517B, "General Clauses" version dated 11/2005 and;
 - D. GSA Form 3518, "Representations and Certifications" version dated 1/2007.
8. The following changes were made in this lease prior to its full execution:
Paragraph 5 of this Standard Form (SF) 2 was deleted in its entirety.

This lease contains 118 pages

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

LESSOR: **Route 610 Investments, LLC**

BY Thomas J. Wark 400 CHARLES ST., FREDERICKSBURG, VA
(Signature) (Address) 22401
PRESIDENT, NSCBT DEVELOPMENT INC., SOLE
IN PRESENCE OF: MEMBER OF RT. 610 INVESTMENTS, LLC

Terri M. Wark 400 Charles St. Fredericksburg, VA
(Signature) (Address) 22401

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION (GSA), PUBLIC BUILDINGS SERVICE (PBS)

BY [Signature] Contracting Officer
(Signature) (Official title)

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 31% 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 30,623 rentable square feet by the total building space of 98,787 rentable square feet.

11. 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 (ABOA) to determine the rentable square feet is 1.12 (calculated as: 30,623 RSF/27,235 ABOA SF).

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$5.83 per rentable square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. 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 thirty (30) calendar days and no more than sixty (60) calendar 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.

14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 105 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.

Upon the date of completion of such alterations, improvements, and repairs by the Lessor and inspection & acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement (SLA). In addition to the date of completion of such alterations, improvements, and repairs by the Lessor and inspection & acceptance by the Government, the Government shall reimburse the Lessor for the following: 1) a one-time lump sum TI payment in the exact amount of \$173,833.92 and; 2) a one-time lump sum Building-Specific Security payment in the exact amount of \$486,235.00, for Building & Site-specific security costs.

Finally, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5:

The total annual rent of \$866,018.44 breaks down as follows*:

Shell Rent: \$572,956.33 per year or \$18.71 per rentable square foot;

Amortized annual cost for Tenant Improvement Allowance*:
\$114,530.02 per year;

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 5.95% over a 120 month period, which exceeds the sixty (60) month firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

Interest rate at which Tenant Improvements are amortized: 5.95%.

Annual Cost of Services: \$178,532.09 per year or \$5.83 per rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$0.00 per year or \$0.00 per space/annually.

Years 6 through 10:

The total annual rent of \$923,895.91 breaks down as follows*:

Shell Rent \$630,833.80 per year or \$20.60 per rentable square foot,

Amortized annual cost for Tenant Improvement Allowance*:

\$114,530.02 per year;

Annual Cost of Services: \$178,532.09 per year or \$5.83 per rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$0.00 per year or \$0.00 per space/annually.

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$1,034,960.00 or \$38.00 per ANSI/BOMA Office Area Square Foot, using the 5.95% amortization rate over the lease term of 120 months. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5.95% 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.

15. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.2, "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is five (5) % of Total Subcontractors' costs.

2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is five (5) % of Total Subcontractors' costs.

3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$2.15 per ANSI/BOMA Office Area square foot (ABOA).

4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is five (5) % of Total Tenant Improvement Construction Costs.

16. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$20.00 per hour.

17. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$3.53 per ANSI/BOMA Office Area square foot (ABOA).

18. 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.

19. 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"