

LEASE NO. GS-03P-LVA00029

AAAP GLOBAL Lease
GSA FORM L100_AAAP (September 2015)

This Lease is made and entered into between

North Stafford Investors, LLC

(Lessor), whose principal place of business is 4188 Cox Road, Suite 203, Glen Allen, Virginia 23060-3328, 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

North Stafford Center
50 Tech Parkway
Stafford, Virginia 22556-1818

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on August 8, 2016 through August 7, 2026

10 Years, 5 Years Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be August 8, 2016.

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: Kenneth Strickland
Title: managing director
Entity Name: STPUMCO, LLC
Date: 8/4/16

FOR THE GOVERNMENT:

Name: Erin K. Hoke
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: August 2, 2016

WITNESSED FOR THE LESSOR BY:

Name: Breton C. Smith
Title: Asset Manager
Date: 8/4/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 20,653 rentable square feet (RSF), yielding 18,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 14.74 % percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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 the following:

- A. Parking: 0 parking spaces are reserved for the exclusive use of the Government.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (APR 2015))

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$359,100.00	\$368,100.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 90,720.00	\$ 90,720.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$449,820.00	\$458,820.00

¹Shell rent calculation:

(Firm Term) \$19.95 per ABOA SF multiplied by 18,000 ABOA SF (rounded rentable rate is \$17.39 per RSF)

(Non Firm Term) \$20.45 per ABOA SF multiplied by 18,000 ABOA SF (rounded rentable rate is \$17.82 per RSF)

²The Tenant Improvement Allowance of \$0.00 per ABOA (total TI amount \$0.00) is amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$5.04 per ABOA SF multiplied by 18,000 ABOA SF (rounded rentable rate is \$4.39 per RSF)

⁴Building Specific Amortized Capital (BSAC) of \$0.00 per ABOA are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph I below

- B. INTENTIONALLY DELETED

- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 18,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

- D. INTENTIONALLY DELETED

- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- F. INTENTIONALLY DELETED

- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- I. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

J. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (AAP VARIATION (APR 2015))

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SECURITY REQUIREMENTS	6	B
GSA FORM 3517B GENERAL CLAUSES	15	C
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	D
ENERGY STAR CONSERVATION PLAN - BUILDING IMPROVEMENTS	2	E
24/7 HVAC - PROTOCOL	2	F

1.08 TENANT-IMPROVEMENT-RENTAL-ADJUSTMENT-(SEP-2015) INTENTIONALLY DELETED

1.09 TENANT-IMPROVEMENT-FEE-SCHEDULE-(JUN-2012) INTENTIONALLY DELETED

1.10 BUILDING-SPECIFIC-AMORTIZED-CAPITAL-(SEP-2012) INTENTIONALLY DELETED

1.11 BUILDING-SPECIFIC-AMORTIZED-CAPITAL-RENTAL-ADJUSTMENT-(SEP-2013) INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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 21.6 % (percent). The Percentage of Occupancy is derived by dividing the total Government Space of 20,643 RSF by the total Building space of 95,602 RSF.

1.13 INTENTIONALLY DELETED

1.14 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 \$4.39 per RSF (\$90,720.00/annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.50 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 50.00 per hour for the entire Space.

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (SEP 2012)

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

- A. See EXHIBIT E

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

Sincerely,


Kenneth S. Strickler

STREAMCO, LLC, a Virginia limited liability company, as
authorized manager for NORTH STAFFORD INVESTORS,
LLC

By: 

Name/Printed: Kenneth Strickler

Title: President

Date: 7/17/16