

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE



LEASE NO.

GS-11B-02265

THIS LEASE, made and entered into this date by and between CHRISTIAN J. & SONIA E. KERGE

Whose address is P.O. BOX 2701  
SPRINGFIELD, VA 22152-2457

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 3,106 ANSI BOMA rentable square feet (RSF) of flex and related office space, which yields 3,106 square feet (USF) of space at Brooke Center 12638-12644 Darby Brooke Court Woodbridge, VA 22192-2457. The space may use the space for such purposes as determined by the General Services Administration. There are 4 parking spaces available for Official Government vehicles and 392 parking spaces onsite and available for use by Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years subject to termination rights after five (5) years as hereinafter set forth in section 1.3 of the SFO, effective upon execution.

The Government shall pay the Lessor annual rent of \$ (\$57,243.58 / 18.43/RSF - \$18.43/USF) at the rate of \$4,770.30 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be paid electronically with the information provided on the ACH Vendor / Miscellaneous Payment Enrollment Form SF3881.

3. The Government may terminate this lease in whole or in part upon expiration of the initial five year term by giving at least 180 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.

- ~~4. 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 least XX 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.~~

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

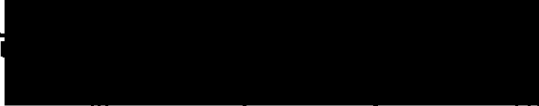
IN PRESENCE OF

  
(Signature)

  
(Signature)

P. O. Box 2701, Springfield, VA 22152

UNITED STATES OF AMERICA

  
Larry Sutton

Contracting Officer, General Services Administration  
(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- A. Prior to substantial completion of the leased premises, the lessor shall correct all deficiencies and comply will all recommendations and findings of Attachment #1, 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, attached hereto and a part hereof.
- B. Tenant Improvements: Build out in accordance with standards set forth in SFO 9VA2059 dated September 28, 2010 per section 3.2 of the SFO. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration. The total annual cost of Tenant Improvements for the amortization period shall be \$0.00. The Lessor has agreed to pay for the cost of tenant improvements estimated at \$32,000.00.
- C. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 3.402%.
- D. In accordance with the SFO paragraph entitled Operating Costs Base, the operating cost escalation base is established as \$5.34/RSF (\$16,586.04/annum).
- E. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.00 (3,106 RSF/3,106 USF).
- F. In accordance with the SFO paragraph 4.4 entitled Adjustment for Vacant Premises, the adjustment is established as \$2.80/USF for vacant space (rental reduction).
- G. In accordance with the SFO Paragraph entitled Overtime Usage, the rate per hour for overtime usage shall be determined for the leased premises or any portion thereof.
- H. The general contractor's total fees for overhead and profit to be determined.
- I. Normal hours: Services, utilities and maintenance shall be provided daily, extending 7:00am – 6:00 pm except Saturdays, Sundays and federal holidays.

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

- 1. Solicitation for Offers 9VA2059 and Amendment(s), 54 pages
- 2. GSA Form 1364, 2 pages
- 3. Attachment to GSA Form 1364, 2 pages
- 4. Solicitation Attachment #1, Rate Structure, 1 page
- 5. Solicitation Attachment #4 Rider 1
- 6. Floor plans of the leased area 3 pages
- 7. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- 8. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- 9. GSA Form 1217 Lessor's Annual Cost Statement, 1 page

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

IN PRESENCE OF

(Signature)

P. O. Box 2701, Springfield, VA 22152

UNITED STATES OF AM

g Officer, General Services Administration