

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1 April 2010

LEASE NO. **GS-03B-09451**

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

Spelna Inc.

whose address is

**225 Industrial Court
Fredericksburg, VA 22408-2443**

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:

550 ANSI/BOMA Office Area square feet of office and related space and 600 ANSI/BOMA Office Area square feet of warehouse space for a total of 1,150 ANSI/BOMA Office Area square feet of Flexspace and one (1) reserved surface parking space on the first floor of The Spelna Building, 225 Industrial Court, Fredericksburg, VA 22408-2443 to be used for such purposes as may be determined by the U.S. General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph 10 through See Lease Rider Paragraph 10, 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 10 at the rate of \$See Lease Rider Paragraph 10 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Spelna, Inc.
225 Industrial Court
Fredericksburg, VA 22408-2443**

4. The Government may terminate this lease in whole or in part at any time after the fifth full year of occupancy by giving at least 90 calendar 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.

Lessor



Government



5. 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 shall be in accordance with the Government approved Design Intent Drawings (DIDs), Lessor Approved Construction Drawings (CDs)/Documents, and the lease.

6. The following are attached and made a part hereof:
 - A. Rider to Lease GS-03B-09451
 - B. Solicitation For Offers 8VA2141 Dated December 21, 2009
 - C. General Clauses (GSA Form 3517A [Rev 11/05])
 - D. Representations and Certifications (GSA Form 3518A [Rev 1/07])
 - E. Floor Plan of 225 Industrial Court, Fredericksburg, VA 22408-2443

7. The Lessor hereby waives restoration as a result of all improvements.

8. This lease contains 62 pages.

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

LESSOR

Spe

BY



(Signature)

IN P

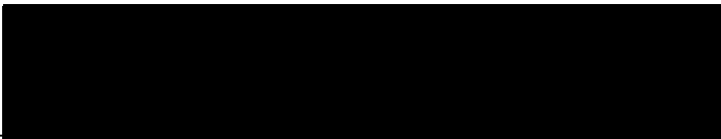


225 INDUSTRIAL COURT

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PBS, SOUTH BRANCH

BY



Contracting Officer

(Official title)

RIDER TO LEASE GS-03B-09451

7. 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.

8. The total percentage of space occupied by the Government under the terms of the lease is equal to 4.08 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 1,323 Rentable square feet by the total building space of 32,400 Rentable square feet.

9. 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) signed February 19, 2010, which is \$6.18 per ANSI/BOMA 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.

10. 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 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.

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 ten (10) consecutive calendar years, with the Government having sole termination rights in whole or in part effective anytime after the fifth (5th) full year of occupancy. 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 4.1 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 6 General Clauses, GSA Form 3517A, "Prompt Payment" at the rate of:

Lessor  Government  3

Years 1 through 5:

Shell Rent: \$3.81 per ABOA sf

Amortized annual cost for Tenant Alteration Allowance*: \$4.87 per ABOA sf

Interest rate at which Tenant Alterations are amortized: 6%

Annual Cost of Services:** \$6.18 per ABOA sf

Years 6 through 10:

Shell Rent: \$3.81 per ABOA sf

Annual Cost of Services:** \$6.18 per ABOA sf

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$24,150.00 or \$21.00 per ANSI/BOMA Office Area Square Feet, which is included in the rent, using the 6% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately.


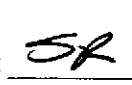
** Cost of Services will be escalated each year per Paragraph 4.3, Operating Costs.

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.

11. The Lessor's overhead and profit for alterations performed during the Tenant Improvement build-out shall be 8%.

12. Common Area Factor

The Common Area Factor of this building for this Government lease that is

Lessor  Government  4

RIDER TO LEASE GS-03B-09451

applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.1504.

15. In accordance with Paragraph 4.6 of the lease, the additional cost to the Government for overtime use of Government leased space is \$0.00 per hour.

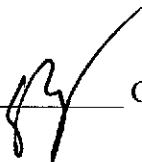
16. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all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

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 \$2.12 per ANSI/BOMA Office Area square foot.

18. 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



Government



5