

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JAN 18 2012

LEASE No. GS-11B-12518

~~JAN 18 2012~~

THIS LEASE, made and entered into this date by and between CM TR LLC  
whose address is: 5801 Rolling Road  
West Springfield, Virginia 22152-1064

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:

A total of 92,938 BOMA rentable square feet (BRSF) equivalent to 92,938 ANSI/BOMA Office Area square feet (ABOA) of warehouse and related space, consisting of the entirety of the First (1<sup>st</sup>) Floor, inclusive of the mezzanine, being the areas depicted on the floor plan attached as Exhibit A and made part hereof, as well as the reserved and secured wareyard at the rear of the building as depicted on the site plan attached as Exhibit B, in the building known as CM Building and located at 8701 Morrisette Drive, West Springfield, VA 22152-1080.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing in accordance with the terms of Solicitation for Offers No. OVA2043 (SFO) on February 14, 2011 and ending on February 13, 2021.

3. The Government shall pay the Lessor the annual rent of \$1,428,457.06 (\$15.37 per BRSF) at the rate of \$119,038.09 per month in arrears. Rent for a lesser period shall be prorated. This rent is inclusive of shell rent and a base for operating expenses (net of electricity, gas, water and sewer utilities) and real estate taxes. The annual rent shall be in addition to operating expense and tax adjustment escalations during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: CM TR LLC, 5801 Rolling Road, West Springfield, Virginia 22152-1064, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, a portion of the monthly rent shall be partially abated during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) months of the lease term, in equal monthly amounts of \$92,849.71, for a total of \$185,699.42, as more fully set forth in Paragraph 6(L) below.

4. [Intentionally Deleted]

5. [Intentionally Deleted]

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

- A) All services, improvements, alterations, repairs, and utilities as defined by this Lease. For purposes of clarification, this lease is net of electricity, gas, water and sewer only, which will be separately metered and paid by the Government directly to the utility companies. Installation of utility meters will be at the sole cost of the Lessor. The cost of all other utilities as noted on the Form 1217 and serving the Government's premises and utilities servicing the building common areas are included in the base rate of operating costs established herein and as further defined in Paragraph 4.3 of the SFO.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 does not include a Tenant Improvement Allowance, as the Government has elected not to include a Tenant Improvement Allowance in this Lease.
- C) The adjustment for vacant premises shall be \$0.35 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. OVA2043.
- D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 100% for tax purposes, as calculated: 92,938 BRSF/ 92,938 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B) (7) of the

LESSOR CM TR LLC GOVT USA

SFO. The first year of full assessment shall be the year in which the assessor has established a value for the building at full occupancy.

- E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.00, as calculated: 92,938 BRSF/ 92,938 ABOA.
- F) The base amount for annual operating costs adjustments is \$103,454.00, which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 0VA2043.
- G) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the Government shall have access to the premises 24 hours a day, 7 days a week, 365 days a year at no additional cost to the Government. There shall be no charge, other than the electricity charges billed directly to the Government, for overtime HVAC services.
- H) In addition to Lessor's base building and building shell responsibilities addressed in the SFO, the maintenance, repair, and replacement of any existing ceiling fans, heating or cooling units, or other similar conditioning equipment in the warehouse areas shall be the responsibility of the Lessor at Lessor's sole cost. Throughout the lease term the Lessor, at Lessor's sole cost, shall be responsible for the maintenance, repair and replacement of all HVAC units supporting the office space.
- I) Pursuant to Paragraph 1.2(I) of the SFO, the Government has the right to use all of building's available 214 parking spaces, at no additional cost to the Government. The parking spaces in the wareyard at the rear of the building shall continue to be reserved and secured for the Government's exclusive use, at no additional cost to the Government, as shown on the attached site plan Exhibit B.
- J) All janitorial services outlined in paragraphs 4.8 and 4.9 of the SFO shall be included in the base rent and shall be performed after tenant working hours.
- K) The Lessor, at its sole cost, shall complete all of the correction items on Rider Number One within 60 days of Lease execution.
- L) In accordance with Form L-101-A Paragraph VI. Broker Commission and Commission Credit, CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI.B, only [REDACTED], will be payable to CBRE, Inc. The remaining [REDACTED], which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1<sup>st</sup>) month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1<sup>st</sup>) month of the rental payments, and shall continue as indicated in this schedule for adjusted Monthly Rent:

First (1<sup>st</sup>) Month's Rental Payment \$119,038.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First (1<sup>st</sup>) Month's Rent;

Second (2<sup>nd</sup>) Month's Rental Payment \$119,038.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second (2<sup>nd</sup>) Month's Rent.

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

- A) Exhibit A – Floor plan of leased area, 1 page;
- B) Exhibit B – Site Plan, 1 page;
- C) Solicitation for Offers #0VA2043, 56 pages;
- D) Pre-Lease Security Plan, 9 pages;
- E) Fire Protection & Life Safety Evaluation, 14 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- G) GSA Form 3517B, General Clauses, 33 pages;
- H) GSA Form 3518, Representations And Certifications, 7 pages;
- I) Certificate of Seismic Compliance, 1 page;
- J) Rider Number One, Fire Protection & Life Safety, 1 page

LESSOR [Signature] GOVT [Signature]

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

Paragraphs 4 and 5 of this SF2 have been deleted in their entirety.

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

CM TR LLC

By   
(Signature)

Donna Morrissette  
(Printed Name and Title)

Date: 12/14/2011

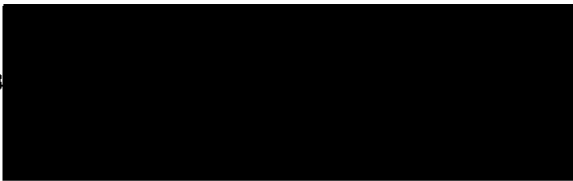
PROPERTY OWNER

IN PRESENCE OF:



UNITED STATES OF AMERICA

**GENERAL SERVICES ADMINISTRATION**

B 

Lease Contracting Officer  
(Official title)

LESSOR Govt GOVT