

This Lease is made and entered into between

**Colchester Security III, LLC,**

("the Lessor") whose principal place of business is 10501 Furnace Road, Lorton, Virginia 22079-2631 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

**Building 5, Gunston Commerce Center, 10501 Furnace Road, Lorton, Virginia 22079-2631**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for Ten (10)-Year Firm term beginning on November 29, 2015 and continuing through November 28, 2025.

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: [Redacted]

Title: Manager

Entity Name: Colchester Security III LLC

Date: February 22, 2016

FO\_\_\_\_\_  
Name: [Redacted]

Name: Michelle Pindell

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 3/4/2016

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Title: Property Manager

Title: Property Manager

Date: February 22, 2016

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: 15,280 rentable square feet (RSF), yielding 13,287 ANSI/BOMA office area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor in Suite 101 (7,100/RSF 6,174/ABOA), and on the 2<sup>nd</sup> floor of suite 201 (8,180/RSF 7,113/ABOA) 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 1.1499962369 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: Parking spaces as depicted on the form 1364 (Proposal TO Lease Space) attached hereto, reserved for the exclusive use of the Government. If required by the Government, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, the right to access the roof of the Building, and 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 (SEP 2013)**

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

	FIRM TERM	
	ANNUAL RENT	RENTAL RATE
SHELL RENT <sup>1</sup>	\$252,851.61	\$19.03
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ .00	\$ .00
OPERATING COSTS <sup>3</sup>	\$86,631.24	\$6.52
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ .00	\$ .00
PARKING	\$ .00	\$ .00
<b>TOTAL ANNUAL RENT</b>	<b>\$339,482.85</b>	<b>\$25.55</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$16.54788024 per RSF (or \$19.03 per ABOA) multiplied by 15,280/ RSF

<sup>2</sup>Total Tenant Improvement Allowance is \$ .00 per ABOA amortized at \$ .00 per ABOA at zero percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5.66958377 per RSF (or \$6.52 per ABOA) multiplied by 15,280/ RSF

<sup>4</sup>The total Building Specific Security Costs is \$ .00 per ABOA amortized at \$ .00 per RSF (or \$ .00 per ABOA) at a rate of zero percent per annum over 10 years

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 13,287 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. Rent is subject to adjustments based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.



F. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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.

H. Upon the Government request parking shall be provided at a rate of \$.00 per parking space per month (reserved), and \$.00 per parking space per month (non-reserved).

**1.04 RENT CONCESSIONS (JUN 2012)**

The Government shall be entitled to one (1) month of free rent in the amount of \$28,290.23 dollars to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable.

**1.05 TERMINATION RIGHTS (AUG 2011)**

~~The Government may terminate this Lease on November 29, 2015, 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 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED**

There is no renewal option for the Government for this lease.

	OPTION TERM, YEARS N/A	
	ANNUAL RENT	ANNUAL RATE / RSF
FULL SERVICE RENTAL RATE <sup>1</sup>	N/A	N/A
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	