

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

8-10-09

LEASE NO.

GS-03B-09353

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

**Culpeper Investments, LLC**

whose address is

c/o Sona Homes  
106 Juliad Court, Suite 201  
Fredericksburg, VA 22406-1145

and whose interest in the property hereinafter described is that of

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 10,000 ANSI/BOMA office area square feet (10,000 rentable square feet (RSF)) of warehouse and related space and 10 surface parking spaces at the building located at 106 Juliad Court, Fredericksburg, VA 22406-1145 to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See paragraph 13 of Rider to Lease through See paragraph 13 of Rider to Lease, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See paragraph 13 of Rider to Lease at the rate of \$ See paragraph 13 of Rider to Lease per Month in arrears.

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

Culpeper Investments, LLC  
c/o Sona Homes  
106 Juliad Court, Suite 201  
Fredericksburg, VA 22406-1145

4. The Government may terminate this lease in whole or in part, at any time effective on or after the fifth (5th) full year of occupancy by giving at least 90 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.

5. 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 90 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.

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

All services, utilities, maintenance, operations, alterations, and other considerations as set forth in this lease.

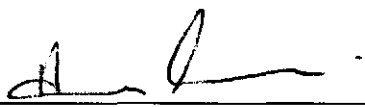
7. The following are attached and made a part hereof:

- (a) Standard Form 2 – U.S. Government Lease for Real Property (pages 1-2)
- (b) Rider to Lease GS-03B-09353 (pages 3-5)
- (c) Solicitation For Offers 8VA2057 (pages 6-41)
- (d) Special Requirements and Exhibits Package (pages 42-71)
- (e) GSA Form 3517B – General Clauses (pages 72-103)
- (f) GSA Form 3518 – Representations and Certifications (pages 104-110)
- (g) Floor Plan (page 111)

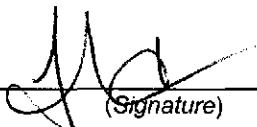
8. The following changes were made in this lease prior to its execution:  
NONE

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

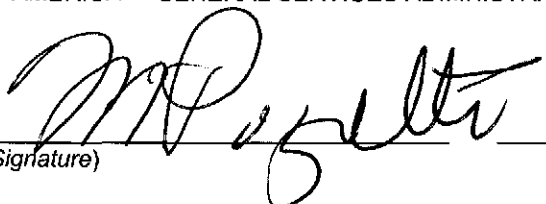
LESSOR **CULPEPER INVESTMENTS, LLC**

BY  \_\_\_\_\_  
(Signature) (Signature)



IN PRESENCE OF:

 \_\_\_\_\_ 106 JULIAD CT, STE 201, FREDERICKSBURG, VA 22401  
(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, Public Buildings Service, Chesapeake Service Center

BY  \_\_\_\_\_  
(Signature) Contracting Officer  
(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

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**RIDER TO LEASE GS-03B-09353**

9. 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.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 20.9201% 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 10,000 rentable square feet by the total building space of 47,801 rentable square feet.

11. 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) dated, 01/15/2009 which is \$1.4895 per ANSI/BOMA Office Area 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.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least 30 days and no more than 60 days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. 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. 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 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

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**RIDER TO LEASE GS-03B-09353**

**Years 1 through 5:**

A total annual rent of \$108,201.73 (\$10.820173 per ANSI/BOMA Office Area Square Foot), plus accrued escalations, payable at the rate of \$9,016.810811 per month in arrears, consisting of:

**Annual Shell Rent** \$78,291.00 (\$7.8291 per ANSI/BOMA Office Area Square Foot)

**Annual Tenant Improvements\*** \$15,015.73 (\$1.501573 per ANSI/BOMA Office Area Square Foot). These figures represent the Total TI allowance of \$63,800.00 amortized at 6.60% for 5 years.

**Lessor's TI Overhead and Profit:** 6%

**Annual Cost of Services:** \$14,895.00 (\$1.4895 per ANSI/BOMA Office Area square foot)

Notwithstanding the rent abatement for partial months one through two of year one of the lease as set forth in Paragraph 14 below.

**Years 6 through 10:**

A total annual rent of \$105,656.00 (\$10.565600 per ANSI/BOMA Office Area Square Foot), plus accrued escalations, payable at the rate of \$8,804.666667 per month in arrears, consisting of:

**Annual Shell Rent** \$90,761.00 (\$9.076100 per ANSI/BOMA Office Area Square Foot)

**Annual Tenant Improvements\*** \$0.00 (\$0.00 per ANSI/BOMA Office Area Square Foot).

**Annual Cost of Services:** \$14,895.00 (\$1.4895 per ANSI/BOMA Office Area square foot), plus accrued escalations per Paragraph 2.2, Operating Cost Escalations.

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$63,800.00 or \$6.38 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6.60% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6.60% amortization rate.

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.

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**RIDER TO LEASE GS-03B-09353**

**14. Free Rent and Brokerage Commission:**

In accordance with paragraph 1.5, "Broker Commission and Commission Credit" section of the SFO, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay Studley, Inc., Inc., 555 13th Street, Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments (\$7,829.10 per USF x 10,000 USF = \$78,291.00 or \$6,524.25 per month) due and owing under Paragraph 13 of this lease rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$6,524.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.
- Second Month's Rental Payment of \$6,524.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

15. The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) full year of occupancy upon 90 days written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

16. The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet to determine the rentable square feet is 1.00%.

17. 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. 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"

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