

DATE OF LEASE: December 27, 2004

LEASE # GS-11B-01805

THIS LEASE, made and entered into this date between: **Hoffman Buildings Limited Partnership**

Whose address is: Hoffman Buildings Management Co., Inc.
2461 Eisenhower Avenue, Lobby Floor
Alexandria, Virginia 22331-0100

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 401,792 BOMA Rentable Square Feet (RSF) [equivalent to 385,589 ANSI/BOMA Office Area Square Feet (BOUSF)] of office and related space (consisting of 45,715 RSF in the Lobby (44,457 BOUSF), 43,777 RSF on the 1st Floor (41,835 BOUSF), and the entirety of floors 2-7 (each floor consisting of 46,197 RSF and 44,255 BOUSF), 15,382 RSF on the 8th floor (14,790 BOUSF) and 19,736 RSF on the 9th floor (18,977 BOUSF) in the building known as **Hoffman Building II**, and which building is located at **200 Stovall Street, Alexandria, Virginia 22332**.

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 TEN YEAR FIRM term beginning **April 20, 2004** through **April 19, 2014**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of **\$10,106,287.69** [\$25.15/RSF and \$26.21/BOUSF] at the rate of \$842,190.64 per MONTH in arrears. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Hoffman Buildings Limited Partnership
C/O Hoffman Buildings Management Co., Inc.
2461 Eisenhower Avenue, Lobby Floor
Alexandria, Virginia 22331-0100

4. ~~The government may terminate this lease at any time by giving at least _____ 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:~~

LESSOR TH GOVT g

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- a) The annual rent set forth in Paragraph 3 does not include a tenant improvement (TI) allowance except as provided for in paragraph 7 of Rider 1.
 - b) The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 3.3 entitled "TAX ADJUSTMENT (Sep 2000)" and Paragraph 3.4 entitled "Percentage of Occupancy" shall be 66.61% based on an occupancy of 401,792 RSF in a building of 603,161 RSF.
 - c) The Government's base rate for operating costs for the purposes of calculating operating cost escalations as described in the SFO Paragraph 3.5 entitled "Operating Costs (NCR VARIATION (NOV 2001))" shall be \$2,923,838.32 (\$7.58/ BOUSF) as indicated on the GSA Form 1217 attached hereto.
 - d) Capitol CREAG, LLC is the authorized representative of GSA. The cooperating brokerage commission due the Government representative shall be 0% of the total contract value.
 - e) The Lessor shall work diligently with the Government to transition all utilities over to the Lessor to create a full service lease. Furthermore, the Lessor shall reimburse the Government for all utilities paid for by the Government, less any above standard utilities not provided for under this lease. Any credit or reimbursement due the government is retroactive to the beginning of the transition period that commenced on April 20, 2004.
 - f) In the case of conflict between this GSA Standard Form 2 (SF-2), Rider 1, and SFO# 04-048, the terms specified in this SF-2 shall govern.
7. The following are attached and made a part hereof:
- a) SOLICITATION FOR OFFERS #04-048, 45 PAGES
 - b) ATTACHMENT #1, RATE STRUCTURE, 1 PAGE
 - c) ATTACHMENT #2, CONSTRUCTION SCHEDULE, 1 PAGE
 - d) ATTACHMENT #3, SCOPE OF WORK, 2 PAGES
 - e) ATTACHMENT #4, FIRE PROTECTION AND LIFE SAFETY EVALUATION, 12 PAGES
 - f) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
 - g) GSA FORM 3517, GENERAL CLAUSES, 28 PAGES
 - h) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 3 PAGES
 - i) FLOORPLAN(S) AND PARKING SITE PLAN
 - j) [REDACTED] UNIFIED FACILITIES CRITERIA (UFC 4-010-01), 49 PAGES
 - k) RIDER 1 TO STANDARD FORM 2, 3 PAGES
8. The following changes were made in this lease prior to its execution: Paragraphs 4 and 5 was deleted in their entirety.

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

LESSOR: Hoffman Buildings Limited Partnership, C/O Hoffman Buildings Management Co., Inc., 2461 Eisenhower Avenue, Lobby Floor, Alexandria, Virginia 22331-0100.

B [REDACTED] BY President
 Title

IN PRESENCE OF [REDACTED] ADDRESS [REDACTED]

UNITED STATES OF [REDACTED]

BY Yvette M. Green [REDACTED]
 BY T.C. Hairston CONTRACTING OFFICER, GSA, Metropolitan SDT

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