

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT		LEASE AMENDMENT No. 17
		TO LEASE NO. GS-11B-01805
ADDRESS OF PREMISES	200 Stovall Street Alexandria, VA 22332	PDN Number:

THIS AMENDMENT is made and entered into between Hoffman Buildings II LLC

whose address is: 2461 Eisenhower Avenue
Alexandria, VA 22331

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be hereby construed to mean "Lease Agreement".

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. **Premises.** The Lessor hereby continues to lease to the Government a total of 401,792 Rentable Square Feet (RSF) or a total of 385,589 ANSI/BOMA Office Area Square Feet (ABOA SF) (the "Premises") of office and related space in the building known as Hoffman Building II, which is located on partial 1st, 8th and 9th and the entire 2nd through 7th floors located at 200 Stovall Street, Alexandria, VA 22332.
2. **Extension.** The term of the Lease is hereby extended for a three (3) year firm term (the "Extension Term"), from April 20, 2014 through April 19, 2017 (the "Expiration Date"), with no other or further extension or termination rights being available to the Government.
3. **Parking.** The Lessor shall continue to provide a parking-to-square-foot ratio in the parking structure located in Block 14 of the Hoffman Town Center sufficient in amount to at least meet current local code requirements as required under Section 1.3 (B)(1) of SFO No. 04-048 of the Lease Agreement. The current local code requirements are one parking space for every six hundred rentable square feet leased. The Government's employees shall have the right to lease all such parking required to be provided by the Lessor, on a non-exclusive basis, during Normal Building Operating Hours, at a monthly rate of \$90.00 per space, subject to all applicable laws. Section 1.3(B)(3) of SFO No. 04-048 is hereby deleted.
4. **Rent.** Effective as of April 20, 2014, the Government shall pay the Lessor the annual rent of \$14,263,616.00 (\$35.50 per RSF) at the rate of \$1,188,634.67 per month in arrears for the period of April 20, 2014 to April 19, 2017. Rent for a lesser period shall be prorated.
5. **Operating Costs.** Effective as of April 20, 2014, the base amount for operating cost adjustments shall be reestablished at \$3,778,599.48 or \$9.40 per RSF; provided, however, that the Government shall not be required to pay any such increases for the period April 20, 2014, through and including April 19, 2015. Accordingly, the Government shall begin to pay increases on account of operating cost adjustments, in accordance with the Lease, for the Extension Term on April 20, 2015.
6. **Real Estate Taxes.** Effective as of April 20, 2014, the base year for real estate tax adjustments shall be reestablished as April 20, 2014 through and including April 19, 2015, such that the base amount for real estate tax adjustments shall be the actual real estate taxes incurred by Lessor during such base year, prorated in accordance with the Government's percentage of occupancy. The percentage of occupancy for calculating the Government's share of real estate tax adjustments under the Lease will be 66.24%. The tax payments shall be adjusted in accordance with the existing Lease.
7. **Condition.** The Government hereby accepts and will continue to occupy the Premises in its current "as-is" condition. Notwithstanding the foregoing, all performance and maintenance standards in the Lease must continue to be met by the Lessor.

INITIALS:


LESSOR

&


GOVERNMENT

8. **Restoration.** Notwithstanding anything to the contrary contained in the Lease, the Government is under no obligation to restore any portion of the existing Premises or the Building to their original condition upon the Expiration Date.
9. **Commission and Commission Credit.** CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. 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. Only [REDACTED] of the Commission, will be payable to CBRE, INC. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit.

The Commission Credit shall be converted into rental abatement, therefore the rental payment due and owing under this lease for the first month of the Extension Term shall be reduced by [REDACTED] so that the total rent due for the office portion of the lease for month one shall be [REDACTED]

[SIGNATURE PAGE FOLLOWS]

INITIALS:

Handwritten initials and signatures. On the left, there are initials 'JH' written over a horizontal line labeled 'LESSOR'. To the right, there is a large, stylized signature written over a horizontal line labeled 'GOVT'.

This Lease Amendment contains 3 pages.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS _____ comes as of the below date.

FOR THE LESSOR:

Signature: _____
Name: LAUREN NA HOFFMAN, II
Title: CHAIRMAN & CEO
Entity Name: HOFFMAN BUILDING II, LLC
Date: JUNE 2, 14

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Date: _____
GOA, Public Buildings Service

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: President
Date: Jun 2, 2014

INITIALS: LNH LESSOR & _____ GOV'T
Lease Amendment Form 12/12