

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.801

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **AUG 6 1999**

LEASE No. GS-11B-80622

THIS LEASE, made and entered into this date between **Hoffman Buildings, LTD Partnership, A Virginia LTD Partnership**

whose address is: c/o Hoffman Management, Inc.  
2461 Eisenhower Avenue  
Alexandria, VA 22331

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 204,783 BOMA Rentable Square Feet (brsf) or 179,355 BOMA Office Usable Square Feet (bousf) of office and related space, net of utilities in the building known as Hoffman Building No. II, which is located on partial floors 8<sup>th</sup> and 9<sup>th</sup> and the entire 10<sup>th</sup> through 12<sup>th</sup> floors located at 200 Stovall Street, Alexandria, Virginia 22332, as shown in the attached plans.

to be used for such general office and related purposes as designated by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the **TEN YEAR FIRM** term beginning on See Rider #1 through See Rider #1.

3. The Government shall pay the Lessor annual rent of \$4,249,247.25 at the rate of \$354,103.94 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Hoffman Buildings LTD Partnership, c/o Hoffman Management, Inc., 2461 Eisenhower Avenue, Alexandria, Virginia 22331.

+

~~4. The Government may terminate this lease at any time by giving at least 180 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: THE GOVERNMENT SHALL HAVE THE RIGHT TO ONE (1) RENEWAL OPTION FOR A FIVE (5) YEAR TERM AT A RENTAL RATE OF \_\_\_\_\_ PER ANNUM PAYABLE AT THE RATE OF \_\_\_\_\_ PER MONTH IN ARREARS. SUCH RATE SHALL BE IN ADDITION TO ALL ACCRUED TAX AND OPERATING COST ESCALATIONS.~~

~~Such option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease 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.~~

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

A. ALL SERVICES, MAINTENANCE, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THE LEASE.

B. THE ANNUAL RENT INCLUDES A \$15.00 PER RENTABLE SQUARE FOOT TENANT ALLOWANCE FOR ABOVE WARM LIT SHELL BUILDOUT, AMORTIZED OVER THE FIRM TERM OF THE LEASE AT AN ANNUAL PERCENTAGE OF 7%. THE TOTAL AMOUNT OF THE TENANT ALTERATIONS ALLOWANCE IS \$3,071,745.00. THE GOVERNMENT SHALL BE ENTITLED TO UTILIZE THE TENANT ALTERATIONS ALLOWANCE TO PAY FOR ANY ALTERATIONS, REPAIRS OR REPLACEMENTS WHICH ARE PERFORMED BY THE LESSOR.

C. THE LESSOR AND GOVERNMENT AGREE THAT ANY UNUSED PORTION OF THE TENANT ALTERATIONS ALLOWANCE MAY EITHER BE CREDITED TO THE GOVERNMENT BY ADJUSTING THE ANNUAL RENT IN ACCORDANCE WITH THE AMORTIZATION RATE SET FORTH ABOVE OR TAKE A LUMP SUM RENTAL CREDIT.

D. THE LESSOR SHALL PROVIDE MAINTENANCE AND REPAIR WORK ON ALL MECHANICAL EQUIPMENT INSTALLED BY THE LESSOR FOR ANY 24-HOUR OPERATION, BUT PAYMENT SHALL BE THE RESPONSIBILITY OF THE GOVERNMENT ON A REIMBURSEABLE BASIS.

E. THE GOVERNMENT SHALL HAVE EXCLUSIVE RIGHTS OF VENDING UNDER THIS LEASE AND UPON RE-NEGOTIATION OF ANY EXISTING LEASE THAT SHALL BE SUCCEEDED OR SUPERCEDED IN THIS BUILDING THE GOVERNMENT WILL HAVE TOTAL RIGHTS FOR VENDING IN THE BUILDING UNDER THE RANDOLPH-SHEPPERD ACT.

**THIS OFFER IS A FULLY SERVICED LEASE NET OF UTILITIES FOR A FIRM TEN (10) YEAR LEASE DEAL.** (204,783 BOMA Rentable Square Feet (brsf) at \$20.75 per square foot or 179,355 BOMA Office Usable Square Feet (bousf) at \$23.70 per square feet.

**THE OPERATING BASE RENT WILL BE \$791,447.00 AT \$3.86 brsf or \$4.41 bousf.**

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

Rider No. 1 (Rental Rate, Rent, Lease Commencement & Lease Modification) (2 Pages) SFO No. 99-010 (24 Pages) SFO ATTACHMENT #1 (Price Structure) (2 pages) - SFO ATTACHMENT #4 (Fire Protection & Life Safety Evaluation) (14 Pages) GSA Form 1217 (1 Page) GSA Forms 3517 (2 Pages) and 3518 (4 Pages) Floor Plans (8 Pages) Construction Schedule (5 pages) Owner Information Sheet (1 Page) Small Business and Small Disadvantaged Business Subcontracting Plan (6 Pages)

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

Paragraph 4 and 5 of the SF-2 form has been deleted in it's entirety.

9. The Government and Lessor agree that the Lessor is required to furnish cost and price data as of the date of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto

LESSOR - Hoffman Building LTD Partnership, A Virginia LTD  
Alexandria, Virginia 22331

Avenue,

Hoffman Buildings Management  
BY Company, Inc.

(signature)

ADDRESS 2461

331-0100

UNITED STATES OF AMERICA

BY \_\_\_\_\_ CONTRACTING OFFICER, GSA, NCR, PBS, OPR, NOVA

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-80622

THIS LEASE, made and entered into this date between: Hoffman Buildings, LTD Partnership, A Virginia LTD Partnership

Whose address is: c/o Hoffman Management, Inc.  
2461 Eisenhower Avenue  
Alexandria, Virginia 22331

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 182,952 BOMA Rentable Square Feet (RSF) or 161,768 BOMA Office Usable Square Feet (BOUSF) of office and related space (See Attached Floor Plans) in the building known as Hoffman Building No. II, and which building is located at 200 Stoval Street, Alexandria, Virginia 22332. The Government occupies 31.47% of the office space in the building on a BRSF basis.

To be used for OFFICE AND RELATED 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 on See Attached Schedule, through See Attached Schedule, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$3,796,254.00/\$20.75 BRSF Net of Utilities at the rate of \$316,354.50 per MONTH in arrears. Rent for a lesser period shall be prorated based on the annual rent set forth above. Rent checks shall be made payable to:

Hoffman Buildings LTD Partnership  
C/o Hoffman Management, Inc.  
2461 Eisenhower Avenue  
Alexandria, Virginia 22331

4. Not Applicable.

5 Not Applicable.

LESSOR  GOV'T

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

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

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

This Lease shall be Net of Utilities. All other terms and conditions of the lease shall remain in full force.

For the purposes of Paragraph 2.4 of the SFO, the Governments percentage of occupancy is 31.47%. For purposes of Paragraph 2.5 of the SFO, the operating cost base amount shall be \$707,074.

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

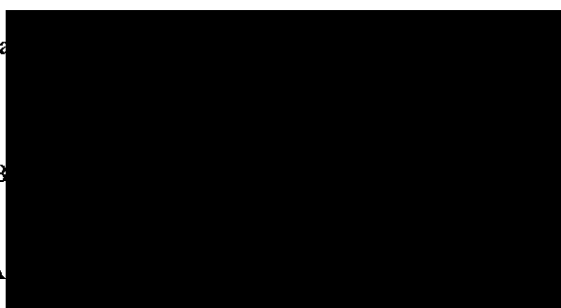
- 1. SOLICITATION FOR OFFERS #99-010, 24 PAGES
- 2. ATTACHMENT #1, 1 PAGE
- ~~3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)~~
- ~~4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES~~
- 5. ATTACHMENT #4 TO THE SOLICITATION FOF OFFERS, 14 PAGES
- 6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
- 7. GSA FORM 3517, GENERAL CLAUSES, ~~2~~ <sup>3</sup> PAGE(S)
- 8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
- 9. FLOORPLAN(S) OF LEASED AREA, 10 PAGE(S)
- 10. SMALL BUSINESS/ SMALL DISADVANTAGED BUSINESS/ SMALL WOMEN OWNED BUSINESS SUBCONTRACTING PLAN, 6 PAGES
- 11. OFFEROR'S CONSTRUCTION SCHEDULE, 1 PAGE, DATED 5/27/99
- 12. RIDER No. 1, DATED 5/27/99

8. The following changes were made in this lease prior to its execution: Paragraph 4 and 5 were deleted in their entirety.

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

LESSOR: Hoffman Building LTD Partnership, A Virginia LTD Pa  
2461 Eisenhower Avenue, Alexandria, Virginia 22331

BY Hoffman Buildings Mgmt. Co., Inc. B  
Its: General Partner



ident  
Inc.

IN PRESENCE OF \_\_\_\_\_ A

Alexandria, Virginia 22331-0100

UNITED STATES OF AMERICA

BY \_\_\_\_\_ CONTRACTING OFFICER, GSA, NCR, OPR, RED  
T.C. Hairston, Contracting Officer

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D18.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

LEASE No. GS-11B-80622

THIS LEASE, made and entered into this date between **VA - Polk & Taylor, LLC**

whose address is: c/o Equity Office Properties Trust  
1120 20<sup>th</sup> Street, NW, Suite 500 S  
Washington, DC 20036

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. A total of 130,624 BOMA Rentable Square Feet (BRSF) or 115,000 BOMA Office Area Square Feet (BOASF) of office and related space located on a portion of the 8<sup>th</sup> Floor and the entire 9<sup>th</sup> through 12<sup>th</sup> floors, including 5 official Government parking spaces in the building know as James Polk, located at 2521 Jefferson Davis Highway, Arlington, VA 22202. The Government has the right to lease reserved and non-reserved spaces in the parking garage, on their own directly with the Lessor in the parking garage. In the first year of the lease term, monthly garage parking shall be \$110.00 for a non-reserved parking permit and \$150.00 for a reserved parking space. The foregoing rates shall escalate 3% each year during the term of the lease to be used for such general office and related purposes as designated by the General Services Administration.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a **10 YEAR FIRM term, including termination rights anytime after 8 years.** The Government may terminate the lease at no cost to the Government by giving the Lessor a 180 days written notice of its intent to terminate the lease. The lease period will be from TBD through TBD, subject to termination rights as may be hereinafter set forth. A Supplemental Lease Agreement (SLA) shall be issued upon acceptance of the space memorializing the commencement date.
3. The Government shall pay the Lessor annual rent of **\$3,444,250.00 (\$26.37/ BRSF or \$29.95 / BOASF** at the rate of \$287,020.83 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: VA - Polk & Taylor, LLC, c/o Equity Office Properties Trust, 1120 20<sup>th</sup> Street, NW, Suite 500 S, Washington, DC 20036.
4. This lease may terminated at the option of the Government, for the following terms and at the following rentals:  
**The Government may terminate this lease at any time by giving at least 180 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: THE GOVERNMENT SHALL HAVE THE RIGHT TO ONE (1) RENEWAL OPTION FOR A FIVE (5) YEAR TERM AT A RENTAL RATE OF \_\_\_\_\_ PER ANNUM PAYABLE AT THE RATE OF \_\_\_\_\_ PER MONTH IN ARREARS. SUCH RATE SHALL BE IN ADDITION TO ALL ACCRUED TAX AND OPERATING COST ESCALATIONS.~~  
~~Such option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease 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.~~

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

A. ALL SERVICES, MAINTENANCE, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THE LEASE.

B. THE ANNUAL RENT INCLUDES A \$20.00 PER BOUSF TENANT IMPROVEMENT ALLOWANCE FOR ABOVE WARM LIT SHELL BUILDOUT, AMORTIZED OVER THE FIRM TERM OF THE LEASE AT AN ANNUAL PERCENTAGE OF 8%. ADDITIONALLY, THE GOVERNMENT HAS THE RIGHT TO INCLUDE TI ALLOWANCE ABOVE \$20.00 \$47.00 PER BOASF AND WILL BE FINANCED AT A RATE OF 10%. TOTAL AMOUNT OF THE TENANT ALTERATIONS ALLOWANCE IS \$5,405,000.00. THE GOVERNMENT SHALL BE ENTITLED TO UTILIZE THE TENANT ALTERATIONS ALLOWANCE TO PAY FOR ANY ALTERATIONS, REPAIRS OR REPLACEMENTS WHICH ARE PERFORMED BY THE LESSOR.

C. THE LESSOR AND GOVERNMENT AGREE THAT ANY UNUSED PORTION OF THE TENANT ALTERATIONS ALLOWANCE MAY EITHER BE CREDITED TO THE GOVERNMENT BY ADJUSTING THE ANNUAL RENT IN ACCORDANCE WITH THE AMORTIZATION RATE SET FORTH ABOVE OR TAKE A LUMP SUM RENTAL CREDIT.

D. THE GOVERNMENT SHALL HAVE EXCLUSIVE RIGHTS UNDER THE RANDOLPH-SHEPPARD ACT FOR THIS BUILDING.

E. **THIS OFFER IS A FULLY SERVICED LEASE FOR A FIRM TEN (10) YEAR LEASE DEAL, INCLUDING TERMINATION RIGHTS.**  
130,624 BOMA Rentable Square Feet (brsf) at \$26.37 per square feet or 115,000 BOMA Office Area Square Feet (boasf) at \$29.95 per square feet.

F. THE OPERATING BASE RENT WILL BE \$709,550.00 AT \$5.43 per brsf or \$6.17 per bousf.

G. **THE GOVERNMENT'S PERCENTAGE OF OCCUPANCY UNDER THIS LEASE SHALL BE 36.795%.**

H. **OVERTIME HVAC SHALL BE \$20.00 PER HOUR PER FLOOR, PLUS A 3% ANNUAL ESCALATION.**

I. **FIRE & LIFE SAFETY: LESSOR SHALL CORRECT ALL DEFICIENCIES AND COMPLY WITH ALL RECOMMENDATIONS IDENTIFIED IN THE**

**FIRE PROTECTION & LIFE SAFETY EVALUATION, SFO ATTACHMENT, PERFORMED BY A CERTIFIED FIRE PROTECTION ENGINEER (CPFE), DATED FEBRUARY 14, 2003, (ATTACHED HERETO AND MADE A PART HEREOF), AS WELL AS THE RECOMMENDATIONS AND FINDINGS OF THE GSA FIRE PROTECTION ENGINEER SECTION'S REVIEW OF THE EVALUATION, ATTACHED HERETO AND MADE A PART HEREOF. NOTWITHSTANDING ANYTHING IN THE SFO OR ITS ATTACHMENTS TO THE CONTRARY, PRIOR TO OCCUPANCY ALL**

**DEFICIENCIES SHALL BE CORRECTED AND ALL RECOMMENDATIONS COMPLIED WITH. THIS PROVISION SHALL NOT RELIEVE LESSOR OF ITS OBLIGATION THEREAFTER TO MAINTAIN FIRE & LIFE SAFETY STANDARDS REFERENCED IN THE SFO THROUGHOUT THE TERM OF THIS LEASE.**

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

**SFO No. 04-033 (45 Pages) SFO ATTACHMENT #1 (Price Structure) (1 page) - SFO ATTACHMENT #2 (Construction Schedule) (1 page) SFO ATTACHMENT #3 (SCOPE OF WORK FOR DID'S AND CONSTRUCTION SCHEDULE TASKS ) (2 pages) SFO ATTACHMENT #4 (Fire Protection & Life Safety Evaluation) (13 Pages) GSA Form 1217 (1 Page) GSA Forms 3517 (2 Pages), 3517A (2 pages), 3517B (28 pages) and 3518 (5 Pages) Floor Plans (5 Pages) Construction Schedule (5 pages) Owner Information Sheet (1 Page) Small Business and Small Disadvantaged Business Subcontracting Plan (6 Pages).**

Paragraph 5 of the SF-2 form has been deleted in it's entirety.

9. The Government and Lessor agree that the Lessor is required to furnish cost and price data as of the date of this lease.

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

LESSOR - VA - Polk & Taylor, LLC, c/o Equity Office Properties Trust, 1120 20<sup>th</sup> Street, NW, Suite 500 S, Washington DC 20036

BY \_\_\_\_\_ BY \_\_\_\_\_  
(signature) (signature)

IN PRESENCE OF

ADDRESS \_\_\_\_\_

UNITED STATES OF AMERICA