

DATE OF LEASE: AUG 15 2003

LEASE # GS-11B-01652

THIS LEASE, made and entered into this date between: **5811 Columbia Pike LLC**

Whose address is: Attention: Timothy D. Jaroch
195 Worcester Street
Suite 301
Wellesley Hills, Massachusetts 02481

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 144,551 BOMA Rentable Square Feet (RSF) [equivalent to 129,644 ANSI/BOMA Office Area Square Feet (BOUSF)] of office and related space (consisting of 530 RSF on the LL (455 BOUSF), 11,602 RSF on the 1st Floor (10,384 BOUSF), and the entirety of floors 4-7) and 2 reserved parking spaces (spaces 118 and 119) in the building known as **Suffolk Building**, and which building is located at **5811 Columbia Pike, Falls Church, Virginia 22041**.

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 SEE SFO Paragraph 3.16 and Attachment #2, through SEE SFO Paragraph 3.16 and Attachment #2, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$3,197,021.04 [approximately \$22.12/RSF and \$24.66/BOUSF (See Rider 1)] at the rate of \$266,418.42 per MONTH in arrears. The Government shall receive FREE RENT for the first three (3) months from rent commencement of this lease without any payment of base rent, operating expenses, or amortization on a \$15.00 per BOUSF Tenant Improvement allowance. 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:

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4. The government may terminate this lease at any time after the seven (7) year anniversary date of this lease upon 180 days written notice 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. In the event the Government terminates this lease after the seven year anniversary date, the Government shall pay lump sum for the remaining principal on the amortized tenant improvements.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

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 FULL SERVICE LEASE.


LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89


- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Building Shell Requirements including, but not limited to, full compliance with all Fire and Life Safety and full handicapped accessibility compliance throughout the Government demised area.
- b) The annual rent set forth in Paragraph 3 includes a \$15.00 per BOUSF (129,644 BOUSF x \$15.00/TI = \$1,944,660) tenant improvement (TI) allowance for the office space amortized at 0% interest per annum. The Government reserves the right to amortize additional tenant improvements, not to exceed a total TI of \$31.92/BOUSF, at a rate of 9% interest per annum.
- c) The total cost of markups for the Lessor's general contractor, Lessor's overhead, general conditions and other profit and/or fees for tenant improvements and change orders on the entire space offered shall be 0% for the first \$15.00 per BOUSF of tenant improvements and 12% for \$15.01-\$31.92 per BOUSF of tenant improvements. These rates apply even if the Government finances the TI Lump Sum through an RWA.
- d) 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 57.2379% based on an occupancy of 144,551 RSF in a building of 252,546 RSF.
- e) 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 \$620,994.76 (\$4.79/ BOUSF) as indicated on the GSA Form 1217 attached hereto.
- f) Normal hours of operation are extended from 7:00 AM to 7:00 PM Monday through Friday (except Federal holidays) and 8:00 AM to 4:00 PM Saturdays, excluding Sundays and federal holidays. Operation outside of these hours will be on an overtime basis. The overtime rate for services and utilities is SEE RIDER 2. The minimum of 4 hours will be charged for each usage of weekend overtime. See paragraph 7.3 of the SFO entitled "Overtime Usage (SEP 2000)".
- g) In the case of conflict between this GSA Standard Form 2 (SF-2), Rider 1, Rider 2 and SFO# 03-013, the terms specified in this SF-2 shall govern.

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

- a) SOLICITATION FOR OFFERS #03-013, 46 PAGES
- b) ATTACHMENT #1, RATE STRUCTURE, 2 PAGES
- c) ATTACHMENT #2, CONSTRUCTION SCHEDULE, 1 PAGE
- d) ATTACHMENT #2, EXHIBIT A "DESIGN AND CONSTRUCTION SCHEDULE" 1 PAGE
- e) ATTACHMENT #3, SCOPE OF WORK, 2 PAGES
- f) ATTACHMENT #4, FIRE PROTECTION AND LIFE SAFETY EVALUATION, 10 PAGES
- g) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- h) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
- i) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- j) FLOORPLAN(S) AND PARKING SITE PLAN, 4 PAGES
- k) PROGRAM OF REQUIREMENTS (DATED 3/27/2003), 74 PAGES
- l) UNIT COSTS FOR ADJUSTMENT EXHIBIT, 1 PAGE
- m)  UNIFIED FACILITIES CRITERIA (UFC 4-010-01), 49 PAGES
- n) RIDER 1 TO STANDARD FORM 2, 2 PAGES
- o) RIDER 1 TO STANDARD FORM 2, EXHIBIT A, 1 PAGE
- p) RIDER 2 TO STANDARD FORM 2, HVAC OT, 2 PAGES
- q) RIDER 3 TO STANDARD FORM 2, SECURITY RIDER, 1 PAGE
- r) RIDER 3 TO STANDARD FORM 2, SECURITY RIDER, EXHIBIT A

8. The following changes were made in this lease prior to its execution: Paragraphs 5 was deleted in its entirety.

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

LESSOR:  Attention: Timothy D. Jaroch, 195 Worcester Street, Suite 301, Wellesley Hills, Massachusetts 02481

BY _____

Managed
Title

IN PRESENCE OF _____

SS 195 WORCESTER ST, SUITE 301
WELLESLEY HILLS, MA 02481

UNITED STATES OF _____

BY _____

CONTRACTING OFFICER, GSA, Metropolitan SDT