

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 12 1991

LEASE NO.

GS-11B-10190 (neg.)

THIS LEASE, made and entered into this date by and between White Flint North Limited Partnership

whose address is c/o Lerner Enterprises
15501 Huff Court
North Bethesda, Maryland 20895-1094

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:

Space in the Building located at 11545 Rockville Pike, North Bethesda, Maryland 20852, as fully described in the Lease Addendum, Paragraph 4A.

INITIALS	
Lessor	Govt.
<i>W</i>	<i>pc</i>

to be used for such purposes as determined by the General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on as identified in the Lease Addendum, Paragraph 3.

INITIALS	
Lessor	Govt.
<i>W</i>	<i>pc</i>

INITIALS	
Lessor	Govt.
<i>W</i>	<i>pc</i>

through as identified in the Lease Addendum, Paragraph

3. The Government shall pay the Lessor annual rent of \$..... 1.

as the rate of \$..... per in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to: White Flint North Limited Partnership

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.

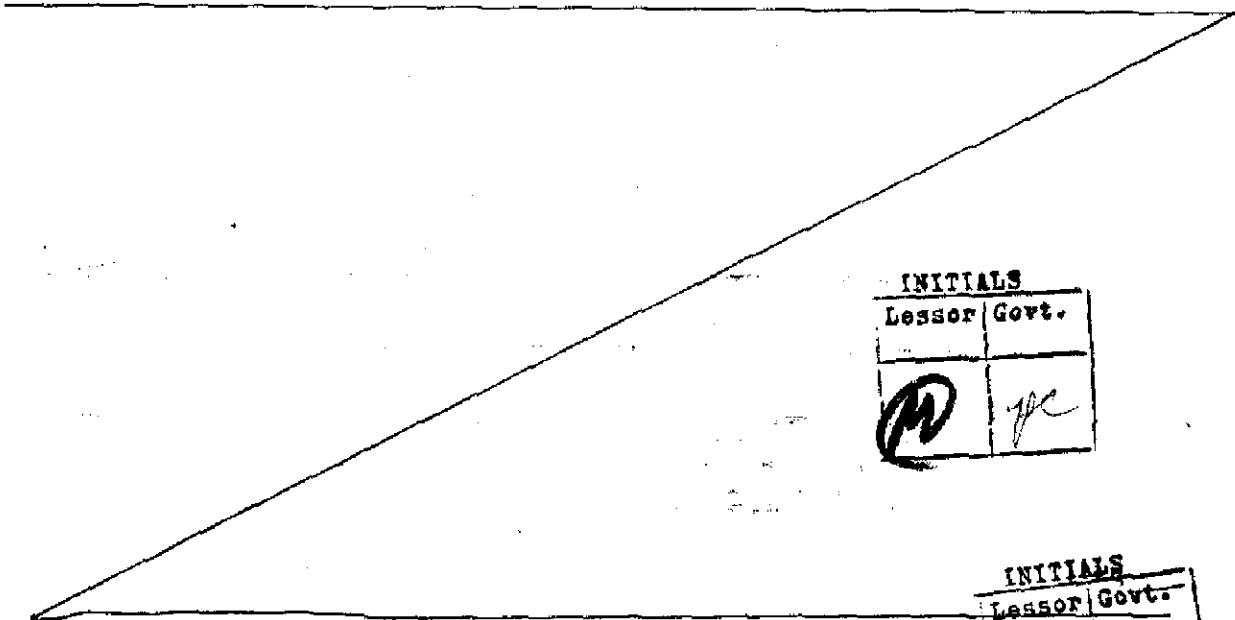
INITIALS	
Lessor	Govt.
<i>W</i>	<i>pc</i>

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 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.

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

All alterations, utilities, maintenance, and repairs as identified in the Lease Addendum, and the SFO attached hereto.



INITIALS	
Lessor	Govt.
W	pc

INITIALS	
Lessor	Govt.
W	pc

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

~~The General Provisions and Instructions (Standard Form 2-A, _____ edition).~~

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| 1. Solicitation for Offers (SFO), 27 pages. | 6. Exhibit 2, Plans, 1 page. |
| 2. Lease Addendum, 18 pages. | 7. Exhibit 3, General Conditions and Specifications for Agency Interior Tenant Work, 19 pages. |
| 3. GSA Form 3517, rev. 1/91, 24 pages. | 8. Exhibit 4, Critical Path Project Schedule |
| 4. GSA Form 3518, rev. 1/91, 8 pages. | 9. Exhibit 5, Utilization of Labor Surplus |
| 5. Exhibit 1, Schedule of Approved Plans and Specifications, 14 pages. | Area Concerns, 1 page. |

Paragraphs 4 and 5 of this SF-2 have been deleted in their entirety.

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

LESSOR

INITIALS	
Lessor	Govt.
W	pc

BY _____ (Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____ (Signature)

(Official title)