

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 11, 1990

July 9, 1990

LEASE NO

GS-11B-90153 "Neg"

THIS LEASE, made and entered into this date by and between

Silver Spring Metro Center
Limited Partnership

whose address is c/o Foulger - Pratt Development, Inc.
1355 Piccard Drive
Rockville, MD 20850

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:

All of the space above the first floor in the building, located at
1325 East-West Highway, Silver Spring, Maryland 20910, known as
Silver Spring Metro Center II, consisting of approximately
282,501 (WBR) rentable square feet of office space.

to be used for such purposes as may be determined by GSA.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

April 1, 1990 through March 31, 2010 subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent Pursuant to paragraph 2 of the lease
addendum, monthly, in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Silver Spring Metro Center 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 commenc-
ing with the day after the date of mailing.~~

INITIALS

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.~~

- A. All services, utilities exclusive of separately metered electric, repairs, and maintenance as defined in SFO #86-070, and all attachments referenced in Paragraph 7 below. The Government agrees to provide HVAC service to all areas on the first floor of the building, with the annual rental having been correspondingly adjusted.

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

~~The General Provisions and Instructions (Standard Form 2-A~~ *edition*)

- | | |
|---|---|
| A) SFO #86-070 | G) Exhibit "C" of the Purchase Contract |
| B) GSA Form 3517 | H) Exhibit "D" of the Purchase Contract |
| C) GSA Form 3518 | I) Exhibit "E" of the Purchase Contract |
| D) Lease Addendum | J) Exhibit "F" of the Purchase Contract |
| E) Rider I to Lease Addendum (Unit Costs) | |
| F) Rider II to Lease Addendum (Site Plan) | |

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

Paragraphs 4 and 5 on the front of Standard Form (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 Silver Spring Metro Center Limited Partnership, a Maryland limited partnership
By: FP Silver Spring Office Limited Partnership, a Maryland limited partnership,
General Partner

ents, Inc., a Maryland corporation, General Partner

BY

(Signature)

IN PRESENCE

Contracting Officer
GSA, NCR, PBS, Real Estate Division

(Official title)