

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 101-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

11-B-20700

"Neg"

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

SSMC III Limited Partnership, a Maryland 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

INITIALS	
Lessor	Govt.
LF	ROOP

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:

491,545 square feet of WBR net rentable office space located at 1315 East-West Highway, Silver Spring, Maryland 20910, known as Silver Spring Metro Center III and more particularly described in paragraph 1 of the Lease Addendum.

to be used for such purposes as designated by General Services Administration in accordance with this lease.

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

June 27, 1993 through June 26, 2013, 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:

SSMC III Limited Partnership, a Maryland 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.~~

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.~~

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Lessor	Govt.
LF	ROOP

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LF	ROOP

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

- A. All services, utilities exclusive of separately metered electricity, repairs, and maintenance as defined in SFO #86-070, and all attachments referenced in Paragraph 7 below.

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


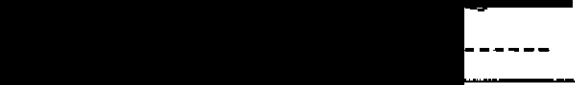

~~The General Provisions and Instructions (Standard Form 2D), _____ edition.~~

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

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	SSMC III LIMITED PARTNERSHIP, a Maryland Limited Partnership By: SSMC III INVESTMENTS, INC., a Maryland Corporation, General Partner
BY	 ----- (Signature)
	 ----- (Address)
UNITED STATES	
BY	 ----- INITIALS Lessor Govt. Contracting Officer ----- (Official title)
Robert G. Roop	

CF Roop