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

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUL | 4 1993

LEASE No. GS-11B-30138

THIS LEASE, made and entered into this date between Daniel I. Colton, President, Marlborough C.L., Inc.

whose address is:

c/o Colton & Laskin

7505 Greenway Center Drive

Suite 001

Greenbelt, MD 20770

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:

295,000 net usable square feet of office and related space which consist of the entire building located at the Riverside College Park Metro, 4700 River Road, Riverdale, Maryland 20737.

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 on See Paragraph 6B through See Paragraph 6B, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$4,897,000.00 at the rate of \$408,083.33 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Daniel I.Colton, Marlborough C.L., Inc. c/o Colton and Laskin, 7505 Greenway Center Drive, Suite 202, Greenbelt, MD 20770.
- 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 rate:

See SFO Amendment No. 4

provided notice be given in writing to the Lessor at least <u>60</u> 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.

EXCEPTION TO SE2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Govern as part of the rental consideration the fing.
A. All maintenance, services and utilities and improvements as specified in this lease.
B. The Government shall have no duty to accept the space or occupancy absent the Lessor's substantial completion (i.e., with "Punch List" items left undone) of the respective alterations in full accordance with the Government approved "Construction Drawings."
When the Government accepts the space the acceptance shall be recorded on GSA Standard Form 1204, "Condition Survey Report."
The Lease Term and Rental Commencement Date shall be based on the Acceptance of Space as defined above, a Supplemental Lease Agreement will be executed to establish the Lease Commencement Date.
C. The Lessor shall be responsible for providing all space planning and architectural and Engineering services, to ensure that project design intent drawings and documents evolve from specific user needs and represent all organizational, functional, support, and special space requirements within the facility. All work shall be consistent with all Federal Regulations, policies and performed in accordance with all SFO and Lease criteria.
7. The following are attached and made a part hereof:
A. Solicitation for Offers No. 92-035, 33 page(s) B. GSA Form 3517, General Clauses - 23 page(s) C. GSA Form 3518, Representations and Certifications - 7 page(s) D. GSA Form 1217, Lessor's Annual Cost Statement, 1 page E. Procurement Integrity Certificate F. SFO Amendment No. 1, 2 page(s) G. SFO Amendment No. 2, 1 page H. SFO Amendment No. 3, 3 page(s) 1. SFO Amendment No. 4, 6 page(s) 5. SFO Amendment No. 4, 6 page(s)
J. FLOOR Plans K. Schedule
N. JCHEDULE
8. The following changes were made in this lease prior to its execution:
Paragraph four (4) has been deleted in its entirety - (See page one of this SF-2)
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
LESSOR
BY
IN PRESEN ADDRESS
UNIT
CONTRACTING OFFICER, GSA, NCR, RED