

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

NOV 19 1999

LEASE NO.

GS-11B-80561

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

EXECUTIVE PLAZA ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

whose address is
1600 ANDERSON ROAD
MCLEAN, VIRGINIA 22102

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 214,080 rentable square feet of office and related space, with the floor locations and floor by floor square footages as shown on Rider No. 1 to this Lease, in the buildings known as Executive Plaza North and South, located at 6130 and 6120 Executive Boulevard, Rockville, Maryland 20852.
to be used for GENERAL OFFICE PURPOSES CONSISTENT WITH LOCAL ZONING REQUIREMENTS.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term beginning on October 1, 1999 through September 30, 2009, subject to termination and renewal rights as may hereinafter be set forth.

3. The Government shall pay the Lessor annual rent of Five Million Nine Hundred Eighty-seven Thousand Eight Hundred Seventeen and 60/100 Dollars (\$5,987,817.60), at the rate of Four Hundred Ninety-eight Thousand Nine Hundred Eighty-four and 80/100 (\$498,984.80) per month in arrears. Rent checks shall be made payable to: EXECUTIVE PLAZA ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP, 1600 Anderson Road, McLean, Virginia 22102-0000.

4. The Government may terminate this lease at any time by giving atdays' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Such notice shall be computed commencing with the day after the date the date of mailing.

Paragraph 4 Deleted

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.

Paragraph 5 Deleted

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

- A. All building operations, maintenance and utilities as specified in the attached Solicitation for Offers (SFO) 98-013 or as may be specified elsewhere in this agreement.
- B. The Lessor shall maintain the parking lot and garage of the building in a clean and safe manner to include proper lighting, snow removal and landscaping.
- C. The Government shall have the right to require the Lessor to provide necessary information for the Government to perform background checks on all cleaning personnel working at the Executive Plaza North and Executive Plaza South Buildings.
- D. All drinking water sources in the buildings shall meet current EPA standards for lead and copper levels. The Government reserves the right on an annual basis to request that the water be tested for contaminants. In the event test results are positive, the Lessor shall provide bottled water for drinking purposes at no expense to the Government until the problem is corrected.
- E. In lieu of any improvements, upgrades or related services (e.g. design services, except necessary design for minor renovations) to the leased space required by the lease, including the obligation to provide new paint and carpet, the Lessor shall provide the Government with an improvement allowance in the amount of \$4,281,600. The Government shall not be entitled to new paint in any (i) public area of the leased space for a period of three (3) years, and (ii) occupied area of the leased space for a period of five (5) years from the date after October 1, 1999 that the Government repainted the applicable area. Except for threadbare carpet areas, the Government shall not be entitled to new carpet in any area of the leased space for a period of ten (10) years from the date after October 1, 1999 that the Government re-carpeted the applicable area. With respect to threadbare carpet areas, Lessor shall have no obligation to provide new carpet unless and until the Government has replaced the applicable carpet area one time after October 1, 1999. The Government reserves the right to use the allowance funds to pay for the cost of any requested space alterations or improvements within the first twelve (12) months after the lease award. The Lessor is entitled to receive markups equal to 10% for overhead and administrative changes and 10% for profit of any amount disbursed, unless such funds are applied to rent, in which event, the markups shall be 5% for overhead and administrative changes and 10% for profit.

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

The General Provisions and Instructions (Standard Form 2A, 1965 edition)

- A. RIDER NO. 1 (2 pages);
- B. RIDER NO. 2 (14 pages);
- C. SOLICITATION FOR OFFERS (SFO) 98-013 (37 pages);
- D. AMENDMENT NO. 1 TO SFO 98-013, WITH ATTACHMENTS A, B AND C THERETO (16 pages);
- E. ADA COMPLIANCE REPORT (ATTACHMENT D) (29 pages);
- F. FIRE PROTECTION REPORT (ATTACHMENT E) (11 pages);
- G. UNIT COSTS AND UNIT PRICES (ATTACHMENT F) (12 page);
- H. GSA FORM 3517, GENERAL CLAUSES (20 pages); and
- I. GSA FORM 3518, REPRESENTATION AND CERTIFICATIONS (5 pages) and SUBCONTRACTING PLAN.

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

Paragraphs 4 and 5 are deleted in their entirety.

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

LESSOR: EXECUTIVE PLAZA ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By:

[Redacted Signature]

Managing General Partner
John T. Keane
(Name/Title)

IN THE P

[Redacted Address]

Same as Above
(Address)

UNITED STATES OF AMERICA

By:

[Redacted Signature]

Contracting Officer, GSA,
MD North Service Delivery Team
(Official Title)