

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE **June 1, 2000**

LEASE NO. **GS-11B-LVA80671**

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

whose address is  
**LCOR Alexandria L.L.C.  
c/o LCOR Incorporated  
6701 Democracy Blvd., Suite 711  
Bethesda, MD 20817**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

[See Section 2.1 of this Lease]

to be used for the [REDACTED]

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the firm term beginning on [See Section 2.2 of this Lease] through [See Section 2.2 of this Lease], subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$[See Sections 3.1 and 2.1.1 of this Lease] at the rate of \$[See Section 3.1 of this Lease] per month in arrears. In the event the term of the Lease starts on a day other than the first day of a month, the rent for the first and last months of the lease term shall be prorated. Rent shall be payable to: [See Section 3.4.2 of this Lease.]

4. The Government may terminate this Lease by written notice to Lessor, if Lessor fails to obtain the requisite financing or fails to satisfy the other obligations set forth in Section 5.1.1 of this Lease, within the time frame specified in such Section 5.1.1. Once such financing has been obtained, the Government shall have no right to terminate the Space Lease portion of this Lease under any circumstance (other than after certain fire or other casualty losses as described in this Lease) notwithstanding any other term or provision of this Lease to the contrary. The foregoing shall not diminish or affect any other rights or remedies held by the Government and described herein.

5. This Lease may be renewed at the option of the Government, for the following terms and at the following rentals:

[See Section 2.3 of this Lease]

provided notice be given in writing to the Lessor at least [See Section 2.3 of this Lease] days before the end of the original lease term or applicable 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:

- (i) the obligations of the Lessor with respect to the Space Lease (as defined herein), and the Service Agreement (as defined herein);
- (ii) the design and construction of the Base Building (as described and defined in this Lease);
- (iii) a Fit-Out Allowance (as defined herein) equal to Eighty-Eight Million and No/100 Dollars (\$88,000,000.00) to be used and applied as directed by the Government to pay for the cost of the design and construction of the Fit-Out (as described and defined in this Lease); and
- (iv) 25 reserved parking spaces in the parking structures to be constructed by Lessor adjacent to the five office buildings (as further described in this Lease).

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

Schedules 1 through 9.44, as listed on page viii hereof. In no event will information within any Schedule indicate in any way the cost assignment between Base Building and Fit-Out or whether any particular items shall be treated as Base Building or Fit-Out for the purposes of this Lease.

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

N/A

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

LESSOR: LCOR ALEXANDRIA L.L.C., by LCOR PTO Headquarters LLC, its Managing Member, by LCOR Property Company LLC, its Managing Member, by LCOR Public/Private L.L.C., its Managing Member

[Redacted Signature]

TITLE: Executive Vice President

[Redacted Signature]

ADDRESS: 6701 DEMOCRACY BOULEVARD  
SUITE 711  
ROCKVILLE, MARYLAND 20817

U  
  
BY  
  
[Redacted Signature]

AL SERVICES ADMINISTRATION

OFFICIAL TITLE: Contracting Officer

*msf*