

**LEASE NO. GS-11P-LMD12628**

Standard Lease  
GSA FORM L201WH (June 2012)

This Lease is made and entered into between

**EHB Properties**

(Lessor), whose principal place of business is 905 Silver Spring Avenue, Silver Spring, MD 20910-4979 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**8375 Ardwick Ardmore Road, Landover, MD 20785**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

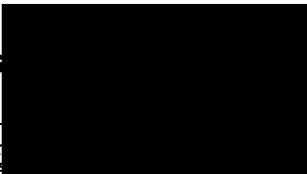
To Have and To Hold the said Premises with its appurtenances for the term beginning **April 1, 2014** and continuing for a period of

**10 years, 5 Years firm**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR**



Name: EHB

Title: General Partner

Entity Name: EHB Properties, LLC

Date: 4/16/14

**FOR THE GOVERNMENT**



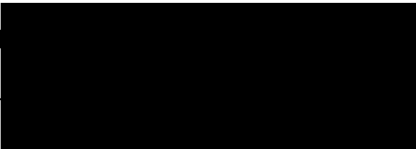
Name: Larry Sutton

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/19/2014

**WITNESSES**



Name: \_\_\_\_\_

Title: Agent

Date: 5/12/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

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**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

A. Warehouse and Related Space: 10,000 rentable square feet (RSF) in accordance with ANSI/BOMA Standard Z65.2-2009 (for industrial buildings), not to include mezzanine space (hereafter referred to as ANSI/BOMA RSF):

(a) **Warehouse Space**: 10,000 ANSI/BOMA RSF, in a single-story building

(b) **Office Space**: minimum 200 ANSI/BOMA RSF (not including mezzanine area)

(c) **Total Space**: 10,000 ANSI/BOMA RSF

(d) **Loading Docks**: Raised loading dock with [REDACTED] shall be provided for exclusive use of the Government. The dock shall be at least 48-52" high, preferably with mechanical leveler for loading and unloading semi-trailers.

(e) **Clear Ceiling Height**: The offered warehouse space must have a minimum clear ceiling height of 18 feet. This is measured from the lowest obstruction to the floor. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. (Also see loading dock language in Section called "Building Conditions")

(f) *Intentionally deleted.*

(g) **Floor and Floor Loads**: All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum **Ff35** and **FL25**. Warehouse areas shall have a minimum live load capacity of 200 pounds per square foot. Written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer may be required. Calculations and structural drawings may also be required. Floor Sealant: Warehouse concrete flooring sealer consisting of a concrete prime coat (xylene/organic silicones) and moisture curing polyurethane membrane shall be applied to the entire floor area to minimize dust accumulation during normal warehouse operations.

(h) **Automobile Parking Requirements**: The Lessor shall provide such additional automobile parking spaces as required by the applicable code of the local Government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. Offeror shall include the cost of this parking as part of the rental consideration.

(i) **Heating, Ventilation, Air-conditioning and Humidity Control**:

(1) Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. All controlled thermostats shall be capable of locking to prevent adjustment by unauthorized persons, and shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with the latest version of ASHRAE 62.1.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 0 parking spaces as depicted on the plan attached hereto as Exhibit **N/A**, shall be reserved for the exclusive use of the Government. The parking spaces shall be either structured or surface provided it complies with all security requirements in accordance with this solicitation. Below grade and or rooftop building parking is not acceptable. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property based on warehouse use. The Lessor shall provide *drive-in doors and/or loading docks at a minimum rate of one (1) per 10,000 square feet.*

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**C. Route:**

(1) At least one accessible route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of an accessible route shall be 36 inches. If an accessible route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.

(2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.

(3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

(4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

**E. Ramps:**

Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet. Handrails complying with "HANDRAILS" shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Curb ramps shall be provided wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$70,065.00	\$75,100.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 12,435.00	\$ 12,435.00
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$ 0.00	\$ 0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$82,500.00</b>	<b>\$87,535.00</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$7,00650 per RSF multiplied by 10,000 RSF; Non-Firm Shell rent: \$7.51 per RSF multiplied by 10,000 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.

<sup>3</sup>Operating Costs rent calculation: \$1,24350 per RSF multiplied by 10,000 RSF

<sup>4</sup>Building Specific Security Costs of \$XX are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs described under sub-paragraph C below

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 10,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of utilities), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of utilities directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

DTZ AMERICAS, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ AMERICAS, INC. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$6,875.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (AUG 2011) INTENTIONALLY DELETED - NO OPTIONS**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES	47	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, DATED 5/2013	10	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	D
AMENDMENT NO. 1 TO RLP 1MD2198, DATED 10/24/2013	1	E

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) INTENTIONALLY DELETED**

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011) INTENTIONALLY DELETED**

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 9.89834 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 10,000 RSF by the total Building space of 101,027 RSF.

**1.12 REAL ESTATE TAX BASE (JUN 2012)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$9,167.00**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.13 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$1.24350** per RSF (**\$12,435.00** /annum).

**1.14 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)~~ INTENTIONALLY DELETED**

**1.15 ~~HOURLY OVERTIME HVAC RATES (AUG 2011)~~ INTENTIONALLY DELETED**

**1.16 ~~24-HOUR HVAC REQUIREMENT (APR 2011)~~ INTENTIONALLY DELETED**

**1.17 ~~BUILDING IMPROVEMENTS (JUN 2012)~~ INTENTIONALLY DELETED**

**1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.