

This Lease is made and entered into between

**RT. 32 BUSINESS PARK, L.L.C.**

(Lessor), whose principal place of business address is 2661 Riva Road, Suite 220, Annapolis, MD 21401-7364 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

**Telegraph Commerce Center, 8251 Telegraph Road, Suite K, Odenton, MD 21113-1142**

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 their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **5 Years, 2 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.

**SIGNATURES**

In Witness Whereof, the Lessor has hereunto set its hand and seal, and the Government has hereunto set its hand and seal, the day and date first above written, at Washington, D.C.

FOR THE LESSOR

[Redacted Signature]

Name: George Kark

Title: Managing Member

Entity Name: RT32 Business Park LLC

Date: 7/25/13

FOR THE GOVERNMENT

[Redacted Signature]

Name: Dominic A. Innaurato

Title: Lease Contracting Officer

Entity Name: General Services Administration / PBS

Date: AUG 01 2013

[Redacted Signature]

Title: Lease Contracting Officer

Date: 7/25/13

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. 3090-0162.

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

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

- A. Warehouse and Related Space: 4,400 rentable square feet (RSF), yielding 4,400 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse and related Space located within the Telegraph Commerce Center, 8251 Telegraph Road, Odessa, MD, 21113-1142, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as zero (0) 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 (SIMPLIFIED) (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 parking spaces as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

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

INTENTIONALLY DELETED

**1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease at any time after the Firm Term of this Lease by providing not less than 90 calendar 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 (SIMPLIFIED) (APR 2011)**

INTENTIONALLY DELETED

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan Delineating the Premises	1	A
Simplified Lease Proposal (GSA Form 1364A)	2	B
Security Requirements	4	C
Representations and Certifications (GSA Form 3518A)	7	D

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)**

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 7.5747 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,400 RSF by the total Building space of 58,088 RSF.

**1.09 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 \$5.25 per RSF (\$23,100.00/annum).

**1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)**

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. One (1) ADA Bathroom per the terms and conditions outlined in this Lease Contract.
- B. Fire & Life Safety: (1) Audible Devices, (2) Strobe Devices, (3) Exit Signs and (4) Emergency Lighting.
- C. Remove interior wall to create one large rectangle room.

**1.11 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 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. 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.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

**1.12 RENT AND OTHER CONSIDERATION (SEP 2012)**

A. In conjunction with Section 1.03 "Rental Consideration for simplified leases (JUN 2012)", 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	\$7.25	\$7.25
OPERATING COSTS	\$5.25*	\$5.25*
<b>TOTAL ANNUAL RENT</b>	<b>\$12.50*</b>	<b>\$12.50*</b>

\*Plus all annual Operating Cost Escalations.