

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE **JUN 21 2012**

LEASE GS-11B-12524

THIS LEASE made and entered into this date between
whose address is

EHB Properties
905 Silver Spring Avenue
Silver Spring, Maryland 20910-4979

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 20,975 BOMA Rentable Square Feet (BRSF) yielding 20,975 ANSI/BOMA Office Area square feet (ABOASF) in the building located at 8377-8387, 8397-8413 Ardwick Ardmore Road, Landover, Maryland together with one (1) parking space for official government vehicles, to be used for SUCH GENERAL WAREHOUSE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (see the floor plans of leased premises identified as an attachment to this lease in paragraph 6 below). The Government has confirmed the measurement of the space, and both parties agree to the above measurements. The Government deems the square footage to be 20,975 BRSF and 20,975 BOASF.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a firm term of ten (10) years. The term of this lease shall commence effective as of April 1, 2012 and shall expire on March 31, 2022.

3. The Government shall pay the Lessor annual rent of \$156,263.75 (\$7.45/BRSF, \$7.45/BOASF) at the rate of \$13,021.98 per month in arrears, for the 8401-8407 portion of the building. The annual rent includes an operating cost base of \$25,379.75 (\$1.21/BRSF, \$1.21 BOASF) and one (1) reserved space for official parking. If the term of the lease commences 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 checks shall be made payable to: EHB Properties, 905 Silver Spring Avenue, Silver Spring, Maryland 20910-4979 or in accordance with the provision of this lease pertaining to electronic payment of funds.

4. In accordance with Paragraph 1.7 and 1.8 of SFO 0MD2017, the Tenant Improvement allowance (T/I) provided in the lease is \$5.00 ABOASF, For a total of \$104,875.00 amortized at an interest rate of 0% over ten (10) years. The annual rental rate for the Tenant Improvement allowance is \$0.50 per ABOASF (\$0.50 per BRSF). If the entire tenant improvement allowance of \$104,875 ABOASF is not used, the Government will adjust the rental rate downward to offset the difference in the Tenant Improvement Allowance. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell buildout.

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

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments as being included as a component of the rent.

B. For purposes of Paragraph 2.1 of the SFO, as of the date hereof, the Government's percentage of occupancy is 20.76%, based upon occupancy of 20,975 BRSF in a building 101,027 BRSF. The real estate tax base is \$101,030.88. Evidence of payment of taxes shall be furnished as provided by Paragraph 2.1 C. 9 of the SFO.

C. One (1) reserved space for official parking is included in the rent as stated in Paragraph 3 of this SF-2.

D. In connection with the buildout of tenant improvements, the following limits on markups, fees and design costs shall apply. General Conditions shall not exceed 5% and Lessor's Project Management Fees shall not exceed 5%. The combined total of the foregoing markups shall not exceed 10%. These markups and fees are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.

E. In the event of a conflict between this SF-2 and any other documents that comprise the Lease, the SF-2 shall govern.

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

- A. Solicitation For Offers No. OMD2017 – 25 pages
- B. GSA Form 1217 – 1 page
- C. GSA Form 3517B – 33 pages
- D. GSA Form 3518 – 7 pages
- E. Rider #1 Deficiencies
- F. SFO OMD2017 Amendment #1 – 1 page
- G. SFO OMD2017 Amendment #2 – 2 page
- H. SFO OMD2017 Amendment #3 – 2 page
- I. Floor Plans of the leased premises – 2 pages

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

LESSOR _____ Silver Spring Avenue, Silver Spring, Maryland 20910-4979
BY _____ ELIEZER BENBASSAT, GEN. PARTNER
IN THE _____ (Name & Title)

(Signature) 905 Silver Spring Ave
Silver Spring, MD 20910
(Address)
CHRISTIAN TABAZA
UNITE _____
BY _____ Contracting Officer
(Official Title)