

LEASE NO. GS-11P-LMD12600

Standard Lease
GSA FORM L201WH (June 2012)

This Lease is made and entered into between

PPF Industrial 6340 Columbia Park Road, LLC

(Lessor), whose principal place of business is **3424 Peachtree Road, N.E., 9th Floor, Atlanta, GA 30326**, 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

6340 Columbia Park Road, Landover, MD 20785-3215

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 **September 18, 2013** and continuing for a period of **September 17, 2018**

The lease term is for **5 Years** firm.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the GSA.

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.

[Redacted Signature]

[Redacted Signature]

Name: DEVIN BARNWELL

Name: Tawanda Beverly

Title: VICE PRESIDENT

Title: Lease Contracting Officer

Entity Name: PPF INDUSTRIAL 6340 COLUMBIA

General Services Administration, Public Buildings Service

Date: 9/16/2013 PARK ROAD, LLC

Date: 9/24/13

[Redacted Signature]

Name: Melanie Williams

Title: Administrative Assistant

Date: 9/16/2013

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.

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: **60,389** 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: **60,138** ANSI/BOMA yielding **60,389** RSF

(b) Intentionally deleted

(c) Total Space: **60,138** ANSI/BOMA yielding **60,389** RSF

(d) Loading Docks: Loading dock with ramp shall be provided for the exclusive use of the Government. Each dock shall be equipped with hydraulic dock levelers, and two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Each dock shall also be equipped with dock seals to prevent the exchange of air from indoors to outdoors and vice versa. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. The entrances and exits at loading docks and service entrances should be provided with a means to reduce the infiltration of outside debris into the building. Sufficient ventilation must be provided to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains and service entrances including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks. All dock wells shall be level throughout. Each dock shall have a motorized automatic roll-up, door with lock. Each loading dock shall be equipped with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Lessor shall, as part of shell rent, make all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features.

All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.

Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Sufficient space must be provided for an **18 wheeler truck** to maneuver and service the facility, and also to screen the service drive as much as possible. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.

At least one off-street berth for loading and unloading shall be provided. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. An apron space must be provided in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.

Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). An internal staging area must be provided adjacent to the loading dock. The staging area must not interfere with emergency egress from the building however, loading docks are not to be used as the emergency egress paths from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.

See special requirements section for additional information concerning the size of trucks to be accommodated, turning radius, drive in doors, etc.

(e) Clear Ceiling Height:

The offered warehouse space must have a minimum clear ceiling height of **25** 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) Bay width, bay depth and column spacing:

Column bays shall be in 2FT increments and coordinated with the 2FTx2FT RAF and 2FTx2FT ceiling tile such that the grid systems are in whole increments per column bay (i.e. 15 tiles in a 30FT bay)

(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) 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 overdrive 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.

Office areas: Temperature control for non-warehouse areas shall be provided by concealed central heating and air conditioning equipment capable of maintaining a temperature of 72 degrees Fahrenheit (+/- 1F) during heating season and 75 degrees Fahrenheit (+/-1F) during air-conditioning season. The equipment shall maintain space temperature control over a range of internal load fluctuations of **ASHRAE STANDARD 62.1-2007**.

Warehouse and Office areas: HVAC systems must conform to the IBC, (International Building Code), or the locally approved building code.

A. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates. A copy of the report on the ductwork's condition shall be furnished to the Government.

B. During working hours in periods of heating and cooling, ventilation shall be provided for the **office area(s)** in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.

C. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ASHRAE Standard 62.1. Filters in the warehouse use area shall have a minimum MERV efficiency of 6. Pre-filters (if any) and final filters in any finished areas (e.g., office or lab space) shall have a MERV efficiency in accordance with AHRAE 62.1.

D. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 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. Sub-paragraph intentionally deleted.

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
	ANNUAL RENT
SHELL RENT ¹	\$499,569.73
TENANT IMPROVEMENTS RENT	\$ 0.00
OPERATING COSTS ²	\$ 57,216.27
BUILDING SPECIFIC SECURITY	\$ 0.00
PARKING	\$ 0.00
TOTAL ANNUAL RENT	\$556,786.00

¹Shell rent (Firm Term) calculation: \$8.27253 per RSF multiplied by 60,389 RSF
²Operating Costs rent calculation: \$0.9476 per RSF multiplied by 60,389 RSF

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 60,138 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.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of gas and electricity), 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 gas and electricity 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 \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. 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.

B. 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 \$46,398.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
Month 2 Rental Payment \$46,398.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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

1.05 TERMINATION RIGHTS (AUG 2011)

1.06 RENEWAL RIGHTS (AUG 2011)

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
SITE PLAN	1	A
SECURITY REQUIREMENTS - LEVEL I	3	B
GSA FORM 3517B GENERAL CLAUSES	46	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
FORM 1217 LESSORS ANNUAL COST STATEMENT	1	E
FIRE AND LIFE SAFETY REVIEW COMMENTS	2	F
FPS SECURITY RIDER	1	G

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

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 59.58 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 60,389 RSF by the total Building space of 101,362 RSF.

1.12 REAL ESTATE TAX BASE (JUN 2012)

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 \$0.9475 per RSF (\$57,218.27/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$0.00 per hour per zone

- \$0.00 per hour for the entire Space.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.17 BUILDING IMPROVEMENTS (JUN 2012)

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

- A. New pit levelers, new interior dock lights, four new motorized dock doors, four trailer locks, three new eye wash stations shall be installed by the Lessor within 90 days of lease award.
- B. The Lessor shall re-seal the warehouse floor within the first year of the lease after award.
- C. The Government accepts the premises in its existing configuration and existing condition other than A and B above, replacement of the gate, and any deficiencies that may arise as part of FPS review of the site unless such deficiencies are identified as responsibility of the Government.

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

LEASE NO. GS-11P-LMD12600, PAGE 5

LESSOR:  GOVERNMENT: 

GSA FORM L201WH (6/12)