

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.801

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

DATE OF LEASE:

SEPTEMBER 26, 2011

~~LEASE #GS-11B-~~

~~LMJ 02326~~

~~GS-11B-02326~~

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

IPC MARYLAND I, L.P.
c/o Behringer Harvard
15601 Dallas Parkway, Suite 600
Dallas, TX 75001

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 50,918 BOMA Rentable Square Feet (BRSF) (yielding approximately 44,883 ANSI/BOMA Office Area Square Feet (ABOASF) consisting of the entire rentable and usable space of floors one through four in the building located at 801 Thompson Avenue, Rockville, Maryland 20853-1627 together with twelve (12) reserved parking space for Official Government Vehicles in the parking lot adjacent to the Building, to be used for SUCH GENERAL OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See floor plans of leased premises included in Exhibit A). The Government has confirmed the measurement of the space, and the parties agree to the above measurements. The foregoing leased premise does not include the engineer's office on the first floor of the building.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for term of five (5) years six (6) months with annual termination rights after 42 months. The term of this lease shall commence effective as of May 3, 2011 and shall expire on November 2, 2016. The commencement date is not subject to any conditions precedent, including but not limited to completion of any tenant or other improvements to the space or building.

3. The Government shall pay the Lessor annual rent of \$1,629,376.00 (\$32.00/BRSF) at the rate of \$135,781.33 per month in arrears. 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: **IPC Maryland I, L.P.** c/o Behringer Harvard, 15601 Dallas Parkway, Dallas, TX 75001 or in accordance with the provision on electronic payment of funds.

4. The Government may terminate this lease in whole, but not in part, effective any time after the end of 42nd month of the lease term, provided the Government gives the Lessor 365 days prior written notice of its election to terminate the lease. In the event the Government elects early termination of the Lease, it shall vacate the leased premises and return it the Lessor in "broom clean" condition on or before the early expiration date of the Lease established by the Government's early termination notice.

5. (Intentionally Deleted)

6. 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. Utilities as described in paragraph 6A and throughout this SF-2 shall not include electricity charges attributed to the tenant's data center (see Exhibit B for a floor plan demarcating said data center). At the expense of the Lessor, the data center shall be separately metered or sub-metered and electricity charges attributed to the data center will be reimbursed to the Lessor by the Government on a quarterly basis in addition to the annual rent.

C. Maintenance as described in paragraph 6A and throughout this SF-2 shall not include (and Government shall be responsible for the maintenance, repair or replacement of) supplemental HVAC equipment serving the data center and LAN rooms, modular or systems furniture, computers, copiers, data equipment and wiring, mail-handling equipment, office machines, telecommunications equipment and wiring, generators, and security equipment such as [REDACTED] and [REDACTED]. Any security improvements, devices or implemented security measures that are in addition to those specified in the SFO or SF-2 shall be limited to the Leased Premises.

D. The Government and Lessor understand this lease is for existing space which is currently leased to and has been previously built out to the Government's identified standards. Accordingly, the Government is accepting the existing *Building Shell*, as described by SFO 9MD2021, and the existing Tenant Improvements in their current condition subject to the Offeror's obligation to maintain such improvements in good working order and repair. The requirement for radon tests has previously been satisfied and no new tests are required.

E. Existing Building Operations and Maintenance (EBO&M). The Lessor shall seek and attempt to obtain Silver or higher LEED EBO&M certification within twelve months of lease execution. The cost of obtaining LEED EBO&M certification shall be born entirely by the Lessor; however, the Government will reasonably assist the Lessor in obtaining said certification.

F. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$224,415.00 (\$5.00/ABOASF). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor in accordance with SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment." This Tenant Improvement Allowance is included in the rent, with the \$5.00/ABOASF being amortized at a rate of 0% over the full Lease term (the Government shall have no obligation to repay the allowance should it elect to terminate the Lease early). If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the unused amount shall be converted to an abatement of rent applied to the rent next due until exhausted. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.2 "Tenant Improvements Included in the Offer," and Paragraph 3.3 "Tenant Improvement Rental Adjustment." If the Government cost of Tenant Improvements exceed the Tenant Improvement Allowance, then the Government shall pay for the amount above the Tenant Improvement Allowance by lump sum paid upon substantial completion of the Tenant Improvements

G. In accordance with Paragraph 2.4 "Broker Commission and Commission Credit" of the Lease, CB Richard Ellis, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis, Inc. have agreed to a cooperating lease commission of [REDACTED] of the lease value for the 42 month firm term. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, CB Richard Ellis, Inc. has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay CB Richard Ellis, Inc. the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to CB Richard Ellis, Inc. upon execution of this Lease by the Government and payable within 30 days of the receipt of an invoice.

Notwithstanding Paragraph 3 of this Standard Form 2, the Commission Credit of [REDACTED] shall be deducted from the monthly rent due in the first month of the lease term as follows: [REDACTED] shall be credited in the first month, leaving [REDACTED] as the rent due in the first month.

H. For purposes of Paragraph 4.2 of the SFO, as of the date of lease execution, the Government's percentage of occupancy is 100%, based on occupancy of the entire building. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2 C of the SFO.

I. For purposes of Paragraph 4.2 B (7) of the SFO, "first full Tax Year" shall mean the Montgomery County Tax Year 2012 (July 1, 2011 to June 30, 2012).

J. For purposes of Paragraph 4.3 of the SFO, as of the date hereof, the operating cost base is \$502,051.48 or \$9.86 per BRSF for 50,918 BRSF.

K. Pursuant to Paragraph 4.1 C "Common Area Factor" is determined to be 1.13446.

L. In connection with the initial or subsequent buildout of tenant improvements, the following limits on markups, fees, and design costs shall apply: Offeror's General Contractor's overhead, and profit for initial alterations shall not exceed 5%, Lessor's overhead, profit, and other management fees shall be 5%, General Conditions shall not exceed 7% and architectural/engineering (including architectural, mechanical, electrical, plumbing and structural engineering services) costs, shall not exceed 10%. The combined total of the foregoing markups and fees shall not exceed 27%. Final markups will be agreed once the scope of work is known and contractors and architect's selected.

M. Pursuant to paragraph 4.5 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 6:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays and Federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule and Regular Overtime Hours for overtime HVAC on an occasional basis shall be provided at rates of \$45.00 per hour for overtime HVAC for each zone. Such rate shall escalate at 3% annually. The building is separated into two zones; each containing two vertically adjacent floors so that floors one and two are a single zone and floors three and four are a single zone. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

N. The adjustment to the rent for space previously occupied by the Government and then vacated is \$2.00 per ABOASF. The Government shall not be entitled to any credit for vacancy of less than a full floor.

O. Twelve (12) official parking spaces are included in the rent as stated in Paragraph 3 of this SF-2. During the term of the Lease, the Government, including Government employees occupying the leased premises, may purchase up to 68 individual parking permits separate and apart from the rent due under Paragraph 3 hereof at a cost of \$75.00 per month per space during the first year of the lease term, escalating by 3% each year thereafter. If the Government is leasing the entire parking area, the then, in accordance with SFO section 10, the Government shall have the right to install security equipment in the parking garage.

P. A copy of a completed SFO Attachment for Fire Protection and Life Safety Evaluation is attached as Attachment C to this SF-2. Lessor shall provide at Lessor expense, all Fire and Life Safety improvements required to comply with the Recommendations in such report and to ensure that the building and leased space comply with all local and national codes including NFPA 101 as in effect place at the execution of this Lease. All improvements must be made within 90 days of the date of this Lease.

Q. The Government's shall have the right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope. Such right shall be subject to space availability, code compliance, maximum load capacity, and Lessor approval, not to be unreasonably withheld, conditioned or delayed. The Government agrees to cooperate with Lessor at the Government's sole cost with respect to all aspects of such placements on the rooftop, including, without limitation, screening requirements and prompt resolution of any interference issues. All Government rooftop equipment shall be for the benefit of the Government only and not for any third party. The Lessor will provide such space as part of the rental consideration.

R. Building common areas shall be painted every five (5) years, rather than every three (3) years. Repainting of the common areas will also be performed by the Lessor upon execution of this lease at no additional cost to the Government. Touch up painting of the common areas will be performed by the Lessor on an as-needed basis throughout the life of the lease. For the purposes of this provision, "common areas" shall mean hallways accessing the restrooms from the elevator lobbies, restrooms, elevator lobbies, and the main building lobby. The Government accepts the current carpet in the building and the Lessor shall have no obligation to provide new carpeting during

the term of this Lease.

5. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

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

- A. Exhibit A - Floor Plans of the Leased Premises, and Parking Plan - 2 pages
- B. Exhibit B - Floor Plans of the Data Center - 1 page
- C. Solicitation For Offers No. 9MD2021 - 54 pages
- D. Fire Life Safety Evaluation - 13 pages
- E. Pre-Lease Security Report - 8 pages
- F. Seismic Certificate - 8 pages
- G. GSA Form 1217 - 1 pages
- H. GSA Form 3517 - 33 pages
- I. GSA Form 3518 - 12 pages

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

Paragraph 5 has been deleted in its entirety.

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

Lessor: IPC Maryland I, L.P.,
a Delaware limited partnership

By: IPC Maryland I GP, Inc.
its general partner

Name: Dean J. Patterson
Title: VP
Authorized Officer:

ADDRESS 945 E. Paces Ferry Rd. S. 1400
Atlanta, GA 30326