LEASE NO. GS-11P-LVA00331

This Lease is made and entered into between

CSHV Lincoln Place, LLC

(Lessor), whose principal place of business is 701 8th Street NW, Suite 800, Washington, DC 20001-3967 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

600-700 Army Navy Drive, Arlington, VA 22202-4200

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 office and related purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon the later to occur of (i) October 1, 2019 and (ii) acceptance of the Premises as required by this Lease and continuing for a period of

15 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:

(b) (6) [redacted]

Name: Andrea Nolan

Title: Auth. Signatory

Entity Name: CSHV Lincoln Place LLC

Date: 25 Jan 2018

FOR THE GOVERNMENT:

(b) (6) [redacted]

Name: Joel T. Berelson

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: SEP 12 2018

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Name: Chad S. Habeeb

Title: Vice President, FD Stonewater

Date: 1/25/2018

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.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2016)

The Premises are described as follows:

A. Office and Related Space: **511,487** rentable square feet (RSF), yielding **468,160** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **entirety of the first (1st) through twelfth (12th) floors in 600 Army Navy Drive, and the entirety of the first (1st) through twelfth (12th) floors in 700 Army Navy Drive**, collectively known as the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **9** 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.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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: The entirety of the parking garage(s) for the Building, **1,096** parking spaces, as depicted on the plans attached hereto as Exhibit B, 1,082 of which shall be structured/inside spaces reserved for the exclusive use of the Government, and 14 of which shall be surface/outside parking spaces, reserved for the exclusive use of the Government. The Government shall have the ongoing right to fully control and secure the building parking garage(s). Of these spaces, **85** structured/inside parking spaces are to be included in the shell rental consideration and reserved for the exclusive use of the Government. Subject to any changes that may be made by the Government in connection with its specific use of the parking garage(s), the Lessor warrants that the garage meets or exceeds the requirements of the applicable code of the local government entity having jurisdiction over the Property, as of the date of execution of this Lease.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease, at no additional cost to the Government. Lessor shall also provide, at no additional cost to the Government, secure space within the Building to house any of the Government's special equipment so long as the additional equipment does not in any way impede the Lessor's ability to service, maintain, or operate the building systems and base building equipment. The Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope shall be subject to space availability, code compliance, maximum load capacity, jurisdictional approvals, warranties, and Lessor's consent (not to be unreasonably withheld, conditioned or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense (including utilities) and subject to shielding requirements and shall not interfere with the Building's systems. The Government's access to the roof shall be coordinated with Lessor and a Lessor representative shall be present during any such access. Notwithstanding the foregoing, the Government may have immediate and unsupervised access to the roof in instances of bonafide emergencies but will be held financially liable for any damage caused to the building or building systems or equipment during any unsupervised access.

1.03 RENT AND OTHER CONSIDERATION (SEP 2016)

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]	$11,796,049.80
TENANT IMPROVEMENTS RENT[2]	$3,667,253.33
OPERATING COSTS[3]	(b) (4) [redacted]
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	(b) (4) [redacted]
PARKING[5]	$ 3,336,300.00
TOTAL ANNUAL RENT	**$23,028,549.46**

[1]Shell rent calculation:
(Firm Term) **$23.06** per RSF multiplied by **511,487** RSF (rate is rounded)
[2]Tenant Improvements of **$55,008,800.00** are amortized at a rate of **0** percent per annum over **15** years.
[3]Operating Costs rent calculation: (b) (4) [redacted]
[4]Building Specific Amortized Capital (BSAC) o (b) (4) [redacted]
[5]Parking costs described under sub-paragraph below. This amount shall be escalated **2** percent per annum over **15** years.

B. In instances where the Lessor amortizes either the TI or BSAC 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 costs, including unamortized costs beyond the Firm Term.

C. The Government shall confirm the final space measurements for the Leased Premises prior to Lease execution and, notwithstanding anything to the contrary in the Lease, neither party may remeasure the space or claim an adjustment in rent with respect to such final measurements, unless the space is expanded or contracted pursuant to any future lease amendment mutually exercised by the parties.

D. 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.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. 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.

G. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. 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 (with the exclusion of **electric**), 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 **electricity** directly to the utility provider. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

I. As indicated in Lease Paragraph 1.02, Government shall lease the entirety of the garage in the Building at an annual rate of **$3,336,300.00**, which shall be paid as rent in monthly installments of **$278,025.00**. This is subject to an annual increase of (b) (4) [redacted] per year, commencing in the second lease year.

J. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. **CBRE, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only (b) (4) [redacted] of the Commission will be payable to **CBRE, INC.** with the remaining (b) (4) [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 Paymen (b) (4) [redacted] minus prorated Commission Credit o (b) (4) [redacted] equals (b) (4) [redacted] adjusted **1st** Month's Rent."

Month **2** Rental Paymen [redacted] minus prorated Commission Credit o [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)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

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

Document Name	No. of Pages	Exhibit
Floor Plan(s)	30	A
Parking Plan(s)	3	B
Agency Requirements	2	C
Security Requirements	13	D
GSA Form 1217, Lessor's Annual Cost Statement	1	E
GSA Form 3517B General Clauses	15	F
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	G
Fire Protection and Life Safety Evaluation	23	H
Capital Improvement Plan	2	I
Construction Schedule	2	J

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$117.50** per ABOA SF, which is fixed and may not be increased by the Government. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **0** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA; provided, however, in no event shall any portion of the TIA be used to pay lump sum for any costs that would otherwise be paid for by the BSAC unless and until the BSAC is exhausted or to pay down the BSAC. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a credit against rent.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a credit against rent. Any such credit shall be applied promptly after application of the Commission Credit.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space and subsequent improvements throughout the Lease term and any extensions thereof.

	Initial Build-Out
Architect/Engineer Fees ($ per ABOA SF or % of TI Construction Costs)	7%
Lessor's Project Management Fee (% of TI Construction Costs)	5%
General Contractor's Profit and Overhead (% of TI Construction Costs)	3%

All Tenant Improvement work and services performed by Lessor or its representatives throughout the Lease term are subject to the competitive bid process outlined in Paragraph 4.03 of the Lease and shall not exceed the following: markup & fees for tenant alteration hard construction costs, and any other services contracted for through Lessor, inclusive of Lessor's Profit & Overhead and General Contractor's Profit & Overhead, shall be equal to an aggregate total of 15%. Permits and General Conditions (for initial work and Change Orders) shall not be subject to any markup or fees, but only to the extent they result in a net increase to construction costs. Equitable adjustments for deleted work shall include credits for overhead and profit. No additional markup & fees are permissible to the Profit & Overhead portion of any first tier subcontractor charges by either the General Contractor and/or Lessor. All third-party invoices on contracts for which the Government contracts directly, rather than through Lessor, for which the Government requests payment from the tenant allowance shall not be subject to the above stated markup & fees, but rather charged a flat $200.00 service fee per invoice.

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) (b) (4) [redacted] The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate o(b) (4) [redacted]

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. Intentionally deleted.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;

2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

1.12 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 **100** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **511,487** RSF by the total Building space of **511,487** RSF.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4) [redacted]

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates at least one-half of a floor or greater of the 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 **$1.30** per ABOA SF of Space vacated by the Government. In the event that the Government vacates less than the entire floor on any floor leased by the Government, the Government shall be responsible for all costs related to demising the vacated space, including, without limitation, costs to make the vacated space code compliant.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- **$107.00** per hour for each building.

Notwithstanding the foregoing, the Government reserves the right to negotiate the overtime HVAC rate further, with the intention being that the rate shall reflect the actual costs. Both parties agree to revisit calculation of the overtime HVAC rate once the lease has commenced. Until such time a new Overtime HVAC Rate is agreed to, the Government shall continue to pay for Overtime HVAC usage at the rate reflected in this Lease Section and in no event shall the Government be entitled to an adjustment or reimbursement for any overtime usage prior to the establishment of a new rate.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

A. The Premises shall contain supplemental above standard equipment to this Lease that require 24/7 operation.

B. The Government will be responsible for the cost and expense to install, maintain, repair and replace the above standard equipment. The Government may elect to have the Lessor maintain, repair and/or replace this equipment, at the Government's sole cost and expense, through either a Lease Amendment or a separate outside service agreement to be negotiated between the Lessor and the Government.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. All Fire Protection and Life Safety Upgrades as described in Exhibit H.
B. All improvements as described in the Capital Improvement Plan attached as Exhibit I.

1.19 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.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.

E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. Contract and contractor means Lease and Lessor, respectively.

G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.

K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).

L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice

to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

D. The Government shall have the right during the lease term to make alterations, attach fixtures, and erect structures or signs (collectively "Alterations") in or upon the Leased Premises; provided, however, that with respect to (i) non-standard office building "Structural Alterations" (as defined below)[1], and (ii) those alterations which affect the Building systems ("Systems Alterations"), the Government shall obtain the prior written consent of Lessor thereto (which consent shall not be unreasonably withheld, conditioned or delayed). Lessor retains the right to require the removal of (a) any Structural[1] Alterations provided that Lessor informs the Government in writing that removal of such Structural Alterations shall be required at the time written consent to the Alterations is given and (b) any Alterations which were installed by the Government without Lessor's approval (if such approval was required pursuant to the terms of this Lease), at the sole expense of the Government, upon the expiration or earlier termination of the Lease. The Government shall have the right, at its sole option, to either pay to Lessor the reasonable estimate of such removal and restoration work, or to perform the work to Lessor's reasonable satisfaction within thirty (30) days after the expiration or earlier termination of the Lease. Lessor shall have ten (10) working days from its receipt of notice from the Government to approve or disapprove such Alterations. Any increased costs (including, without limitation, increases in operating expenses) associated with any Alterations shall be paid for by the Government. The Government shall remain liable for Alterations or services ordered by the tenant agency (as authorized by the Contracting Officer) and to be paid for directly to Lessor by the tenant agency.

2.04 WAIVER OF RESTORATION (APR 2011)

Notwithstanding the Lessor's rights specifically enumerated in Paragraph 2.03.D (above), the Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (APR 2015)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

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[1] "Structural Alterations" are understood by the Lessor and the Government to be Alterations that cause changes to the primary structural elements of the building containing the Leased Premises. An example of this would be a Government request to install an interior staircase connecting two or more floors of the building. Such a Structural Alteration would require a penetration and partial removal of the floor plates separating the floors. Alterations that do not require changes to the primary structural elements of the building containing the Leased Premises, including but not limited to installation of additional HVAC capacities, electrical systems, IT systems, or any other enhancements of the functionality of the Leased Premises that do not affect primary structural elements of the building containing the Leased Premises, are not Structural Alterations as herein defined.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the

Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the Leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. 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 its 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.

B. Within 20 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at https://www.acquisition.gov/far/.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-6 Davis–Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination–Debarment
52.222-13 Compliance with Davis–Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at http://www.epa.gov/cpg.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.07 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprograms.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.08 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.12 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.13 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.15 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.16 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. <u>Energy-related Requirements</u>:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure

mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.17 ELEVATORS (SEP 2013)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.18 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.19 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.20 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.21 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 2 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.25 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.26 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.29 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.30 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.31 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

D. The Government shall require additional floor load capacity in various locations throughout the occupied space, anticipated to total approximately 9,000 rentable square feet, for high density file units, fitness center, etc. The location of each of these areas will be determined during the design phase. The Government will require Lessor to provide written certification, calculations and structural drawings of the floor load capacity, at no cost to the Government, by a registered Professional Engineer.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.34 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.35 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.37 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.38 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.39 RESTROOMS (SEP 2013)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR	(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1 to 8	2	1	1	1	1
9 to 24	3	2	2	1	1
25 to 36	3	2	2	1	2
37 to 56	5	3	3	2	2
57 to 75	6	4	4	2	2
76 to 96	6	5	4	2	3
97 to 119	7	5	5	2	3
120 to 134	9	5	6	3	4
Above 135	3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code and the requirements of the local governmental authorities for the issuance of all necessary permits is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. The parties agree that for the purposes of this Lease, Section B. above shall apply as no new construction or major renovation of a restroom is occurring. Notwithstanding the foregoing, Lessor shall remain responsible for compliance with local code and comply at its sole expense with all requirements of local governmental authorities that are necessary to obtain permits and complete the entire scope of the project(s) contemplated under this Lease.

D. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at http://www.epa.gov/watersense/.

3.41 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.42 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. 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.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.44 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.45 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS WITH TASK LIGHTING: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for _80_ percent of the total Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for _10_ percent of the Space. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.46 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.47 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

3.48 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

3.49 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.50 ~~LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013)~~ INTENTIONALLY DELETED

3.51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013)

A. The tenant Space must meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) at the Certified level, including, at a minimum, all credits (or their equivalent) that were identified in the RLP in the paragraph titled "Additional Submittals." The Lessor, at the Lessor's expense, shall obtain certification from the USGBC within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®–CI Reference Guide at http://www.usgbc.org. At completion of LEED® documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®–Online workspace during design and through the term of the Lease.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

C. Any Building shell modifications necessary for the Space to meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) certification by the USGBC, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. The Lessor must coordinate any such requirements to meet LEED®–CI Certified level for the TI's with the Building shell.

3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

6. Protect stored onsite and installed absorptive materials from moisture damage.

3.53 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.54 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.55 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: HTTP://WWW.GSA.GOV/HISTORICPRESERVATION>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 60 Working Days following the date the Government has supplied its Program of Requirements (POR), provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government anticipates that a detailed POR document and any supplemental information needed for the production of DIDs will be provided to the Lessor no later than 40 Working Days following Lease Award. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 40 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 60 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 40 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 10 Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 20 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use in accordance with the attached Construction Schedule.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of three qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of three qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (SEP 2015)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

B. MSDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.

K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 20 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 15 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 20 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

The Lease Term Commencement Date, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than 60 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

A construction schedule will be mutually agreed upon by the parties and attached to this Lease; provided, however that the parties shall have the right to negotiate portions of the attached schedule during the first 30 days after the full execution and delivery of this Lease; provided, however, the overall schedule duration shall not increase by more than 60 calendar days from the overall schedule duration in the construction schedule attached to the Lease. Should either the Government or the Lessor fail to discharge its respective responsibilities as defined in this Lease by the schedule milestones established in the approved construction schedule, such shall constitute "Delay". Delay caused by either party may be offset by the early completion of that party's other responsibilities within the project schedule for that particular stage. The absolute value of the number of days of Government delay (Gd) minus the number of days of Lessor delay (Ld) shall equal the total number of days of Delay (D) in a given stage [Gd – Ld] = D. Delay shall be attributed to the party having caused the greatest number of days of Delay in such stage and shall be termed either "Lessor Delay" or "Government Delay" as appropriate. If Government Delay occurs, then the Rent Commencement Date shall be the same number of days earlier than the acceptance date as the number of days of Government Delay. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. If, during the construction period, Lessor or Lessor's contractor's access is denied, delayed or limited beyond the normal and customary processes established pursuant to a mutually agreed upon security protocol, and such denial, delay or limitation adversely impacts the mutually agreed upon construction schedule, then the period of such denial, delay or limitation shall be deemed to be Government Delay if such denial, delay or limitation has created a delay that is not otherwise attributable to another cause and is not otherwise mitigated by the Government in the overall construction schedule. The Government shall be responsible for costs associated with any Government delays which result in any delay in occupancy of all or any portion of the Premises, and the Lessor shall be responsible for costs associated with any Lessor delays which result in any delay in occupancy of all or any portion of the Premises.

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy-duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
iv. Three-fold pinch pleats;
v. Safety stitched intermediate seams;
vi. Matched patterns;
vii. Tacked corners; and,
viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized

removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
   a. Flats: 50 grams per liter (g/L).
   b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
   a. Varnish: 350 g/L.
   b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
   a. Waterproofing sealers: 250 g/L.
   b. Sanding sealers: 275 g/L.
   c. All other sealers: 200 g/L.
8. Shellacs:
   a. Clear: 730 g/L.
   b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely

concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7 AM to 6 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities (net of electric) shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours. If the Government (i) denies Lessor access to all or any portion of the Leased Premises for any reason or for no reason, or (ii) does not timely provide Government escorts for any construction, cleaning services or maintenance in any instance where the Government is requiring such escorts, and as a result of either (i) or (ii) Lessor is therefore unable to perform any of Lessor's obligations under the Lease with respect to the same, Lessor shall be excused from such performance for the entire period during which Lessor's access is denied by the Government. Any costs related to the Government's security requirements for personnel, including but not limited to secure escorts, shall be the responsibility of the Government and considered a TI cost, should such escorts be required during the construction of Tenant Improvements. The parties agree that once final construction pricing is known and the total costs of security escorts is known, the cost of escorts shall be split proportionately so that the Government shall be responsible for the percentage attributable to the overall TI cost and the Lessor shall be responsible for the percentage attributable to the overall shell/base building cost; however, the Lessor's total cost shall not exceed $225,000.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 ~~UTILITIES (APR 2011)~~ INTENTIONALLY DELETED

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. 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 Government, 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.

C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.

6.04 UTILITY CONSUMPTION REPORTING (SEP 2015)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (SEP 2014)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the Leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any major Lessor-initiated HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours. If the Government requests any HVAC system balancing after

any Government-initiated HVAC system alterations during the term of the Lease, the Lessor shall conduct such balancing at the Government's sole cost and expense.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. INTENTIONALLY DELETED

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is $3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2015)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products

shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the Leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

C. Notwithstanding the foregoing, Lessor shall not be responsible for the maintenance, repair or replacement of any personal property or specialty finishes or equipment owned by, or installed for the benefit of, the Government including, without limitation, modular or systems furniture, computers, copiers, data equipment and associated wiring, mail-handling equipment, office machines, telecommunications equipment and associated wiring, appliances, supplemental HVAC units and related cooling towers and chillers, specialty tenant improvements, and fitness and security equipment such as magnetometers and x-ray machines. The provisions of this paragraph, Lessor shall not relieve Lessor of responsible for the maintenance, repair or replacement for any base building or shell items. The provisions of this paragraph shall not relieve the Lessor of ongoing liability in the event it performs, or causes to be performed, improper, inadequate, deficient faulty, non-compliant, or otherwise non-workmanlike quality materials and/or installation of any personal property, specialty finishes, or equipment requested by the Government.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years. Lessor's obligation to maintain wall coverings, paint coatings and paints in "like-new" condition during the term of the Lease is subject to normal wear and tear of such finishes.

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed;
b. There are noticeable variations in surface color or texture;
c. It has curls, upturned edges, or other noticeable variations in texture;
d. Tiles are loose; or,
e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. The Government must provide the Lessor with reasonable office space to house an onsite management office and building operations personnel, at no cost to the Lessor.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

a) How to Log In
b) How to Answer and Create New Golden Questions
c) What Additional Documents to Send
d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
b) Certification That My Answers Are True
c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (SEP 2015)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;

2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

c. Contact information for the named individual; and

d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gov/publications/PubsTC.html#Forensics. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF.and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;

2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: http://www.epa.gov/radon/zonemap.html.

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. INITIAL TESTING:

1. The Lessor shall:
a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.
b. Report the results to the LCO upon award; and
c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.
a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (SEP 2013)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (SEP 2013)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the provisions in the Security Level IV Exhibit attached to this Lease and to provide the requirements therein which are noted as "shell" at Lessor's sole cost and expense. All other items, including, without limitation, increases to the security requirements for the Premises above ISC Security Level IV, or changes to the Level IV requirements after the date of the Lease, shall be at the Government's sole cost and expense.

7.02 CHANGES TO LESSOR PROVIDED IMPROVEMENTS, SERVICES, MAINTENANCE, AND/OR REPAIRS

To the extent that the Government initiates any changes as part of (a) the initial Tenant Improvements, or (b) subsequent Alterations that result in the expansion or enhancement of a shell item, then the Government shall be responsible for the incremental additional costs associated with the expansion or enhancement of such shell item, it being understood that the expansion and/or enhancement portion of the shell item is a tenant improvement item. The Lessor shall remain responsible for the costs associated with the base shell item and any shell item that is a minimum requirement of this Lease. Such costs and the specific allocation of such costs between the parties shall be reasonably agreed to by both the Government and the Lessor and made part of a future lease amendment. Furthermore, Lessor shall not be responsible for the maintenance, repair or replacement of any personal property or improvements owned by, or installed on behalf of, the Government including, without limitation, modular or systems furniture, computers, copiers, data equipment and associated wiring, mail-handling equipment, office machines, telecommunications equipment and associated wiring, appliances, supplemental HVAC units, specialty tenant improvements, fitness and security equipment such as magnetometers and x-ray machines, or similar improvements or property installed for the benefit of the Government.

7.03 ADDITIONAL CASH ALLOWANCE

(b) (4)

[redacted]

7.04 BUILDING RENOVATION

Lessor shall perform the base building work and tenant improvements in the Premises per the terms of the Lease, including the work outlined in the Capital Improvement Plan, as modified and included as Exhibit I, on a "rolling basis" and move the Government into the substantially completed space as each phase is delivered. This shall be memorialized in the construction schedule which shall be mutually agreed upon by the parties and attached to this Lease. Lessor and the Government agree that the following work shall performed at night: demolition; core drilling; hammer drilling; anchoring fasteners to concrete structure (e.g., "shooting" track, installing fasteners for hanging ductwork, piping, etc.); and any work that exceeds 62 dBA. Lessor initiated base building construction work that is initiated separate and apart from the Lease requirements shall not be subject to the provisions of the Lease, including, without limitation, Section 3.01 of the Lease.

7.05 PHASED OCCUPANCY

The Lease Term shall be 15 years firm from the "Lease Commencement Date", which shall be the later to occur of (a) October 1, 2019, or (b) the Composite Commencement Date (defined below). Lessor may deliver the Premises in increments in accordance with Section 11 of the General Clauses. Upon substantial completion and acceptance of each increment, the parties shall execute a Lease Amendment (LA), confirming such commencement and the percentage of the total Premises that such increment bears (i.e., a LA shall be executed for each increment). After substantial completion and acceptance of all of the increments (i.e., the entire Premises) based upon the preceding procedure, a composite weighted average commencement date for the entire Premises (the "Composite Commencement Date") shall be computed (solely for purposes of determining the expiration date of the firm term which expiration date shall be fifteen (15) years from and after the Composite Commencement Date) by taking into account the applicable commencement date of each increment and what percentage, in terms of rentable square footage, that each increment bears to the entire Premises. The Government shall begin paying rent pursuant to this Lease after the Composite Commencement Date has been determined.

7.06 LESSOR COVENANT

This Lease is made specifically subject to Lessor's agreement that, throughout the Lease Term (and any renewal exercised in accordance with the specific provisions hereof), Lessor will not, without the Government's prior written consent): (a) sell to any third party all or any portion of 600 Army Navy Drive without also selling all of 600 Army Navy Drive and 700 Army Navy Drive, or sell all or any portion of 700 Army Navy Drive without also selling all 700 Army Navy Drive and 600 Army Navy Drive to the same party (it being the intent that the Government will have to deal with only one owner of both 600 Army Navy Drive and 700 Army Navy Drive during such Lease Term; or (b) transfer to any other property manager all or any portion of the management of 600 Army Navy Drive without also transferring the management of all of 600 Army Navy Drive and 700 Army Navy Drive, or transfer all or any portion of the management of 700 Army Navy Drive without also transferring the management of all of 700 Army Navy Drive and 600 Army Navy Drive to the same party (it being the intent that the Government will have to deal with only one property manager for both 600 Army Navy Drive and 700 Army Navy Drive during such Lease Term.

7.07 RENOVATION AND SWING SPACE

A. The Lessor shall provide approximately 73,000 sf of Swing Space to be occupied by the Government during the building renovations and tenant improvements as contemplated in this Lease and its Exhibits for the duration memorialized in the Construction Schedule, attached hereto as Exhibit J. During renovation, the Incumbent Lessor will be responsible for providing and paying for swing space (temporary alternate space) of the approximate quality to the space vacated in Lincoln Place ("Swing Space") to allow for renovations and construction of tenant improvements. The renovations and construction of Tenant Improvements of these vacated portions of Lincoln Place will be required to be completed in no more than four (4) phases. During renovations, the Lessor will also be responsible for maintaining minimum standards set forth in the Lease for all space in Lincoln Place that remains occupied during the renovation, including, but not limited to, existing life safety and air quality standards outlined within the Lease. The renovation shall be accomplished with a minimum of disruption and interference with the ongoing operations of the Government. Major construction and office renovation that will be disruptive to normal office activities shall be conducted outside of Normal Hours. Building services at the Swing Space location, including utilities, will be provided to the Government during the normal operating hours of 7:00am to 6:00pm. The Government will continue to pay rent for the Building during renovation in accordance with the existing Lease (GS-11B-01994), but will not pay rent on the Swing Space.

B. The Swing Space must accommodate, at a minimum, the typical needs currently found at Lincoln Place. The Swing Space must allow the Government to function efficiently during renovation and must be fully built-out, at the Incumbent Lessor's sole cost, to a reasonable "turnkey" condition, including a "warm lit shell" consistent with the definition of such in Section 3.09 of the Lease as well as all other minimum requirements of this Lease. The Government acknowledges and agrees that space previously toured at 2200 Crystal Drive, or space that is substantially similar to such space, would satisfy the requirements for the Swing Space. The Swing Space must include at least 30 parking spaces for the Government's use at no charge to the Government. Further, the Swing Space will be within acceptable standards consistent with the existing space and be fully functional inclusive of furniture, fixtures, equipment, and telecommunications and data infrastructure, at the Incumbent Lessor's sole cost. Fully functional shall include, at Lessor's sole cost, any additional costs associated with Government's service providers for tele-data or other non-secure commercially standard type and quantity of required communication links between the Swing Space and Lincoln Place. The Government and Lessor will work in good faith during the design portion of the Construction Schedule to mutually agree on a finalized Swing Space Concept Plan and full design drawings of the Swing Space; however, the Government must provide final approval of the Swing Space design drawings within a reasonable amount of time to finalize design and begin construction of the Swing Space, in accordance with the Construction Schedule. All tenant improvements shall be in accordance with plans and specifications approved by the Government. The Swing Space must be approved by the Contracting Officer, whose approval will not be unreasonably withheld.

C. The Government shall be responsible for the cost of moving each Government employee to the swing space or within the building no more than once. The Government's sole responsibility shall be to move the employees into the permanent space upon substantial completion. The Lessor shall be responsible for the cost of all moves, interim moves, and restacking in excess of one move per Government employee. The Government will work with the Lessor to develop a move plan and schedule that will minimize the number of required moves and not disrupt Government operations. The Government retains the sole discretion as to what constitutes an unacceptable disruption of Government operations. The Lessor understands and acknowledges that the renovation and operations may ultimately require more than one move per employee.

7.08 OPTION TO PURCHASE

A. The Government shall have the right, exercisable upon written notice (the "Purchase Notice"), delivered to Lessor between October 1, 2032 and September 30, 2033 to purchase fee title to the Building, the land upon which it is located, and Lessor's related rights, title, and interest, including all Lessor owned personalty located in or on the Property (the "Purchase Property") for the purchase price of 400 Million Dollars ($400,000,000) (the "Purchase Price"), effective as of the day following the expiration of the Lease Term (i.e., closing of the Purchase will occur October 1, 2034 (the "Closing Date")). In order to be valid and effective, the Purchase Notice shall include delivery to Lessor of reasonable supporting documentation of proof of (A) authority of the individual delivering such notice on behalf of the Government, and (B) receipt of all appropriations, authorizations and approvals (including, without limitation, the tenant agency and GSA) necessary for the delivery of such Purchase Notice and the effectuation of the purchase. The Lessor shall not have the right to sell any portion of its interests in the Purchase Property which exist on the date of this Lease, including any additional FAR, which would materially and adversely impact the value of the Purchase Property without also selling the Building, the land upon which it is located, and the Lessor's related title and interest.

B. If the Government timely delivers the Purchase Notice, the parties shall have 90 days after the Lessor's receipt of the Purchase Notice and all related authority documentation to negotiate a commercially reasonable purchase and sale contract ("PSA") for the Purchase Property, which PSA shall include a commercially reasonable, market option payment or deposit and the agreement of the Government to assume any and all leases to third parties which may then exist at the Buildings, if the Government has been previously granted authority to assume all such leases. If the Government has not been granted authority to assume any and all leases to third parties which may then exist at the Buildings, then the Government Purchase Option shall be null and void and of no further force or effect.

C. If (i) the Government shall fail to timely deliver the Purchase Notice, or (ii) the Government fails to deliver to Lessor the documentation regarding appropriations, authorizations and approvals, or (iii) the parties cannot agree, for any reason or no reason on the terms of the PSA, or (iv) the Government fails to timely satisfy its closing obligations as set forth in the PSA, in addition to any remedies Lessor may have at law or in equity, the Government's right to purchase the Purchase Property shall be deemed null, void and of no further force or effect, and in the case of (ii) or (iii), the Government shall be entitled to the return of any market option payment or deposit that the Government has previously deposited into escrow.

D. Notwithstanding anything contained herein or in any other agreement between the Government and the Lessor to the contrary, the Government agrees that the rights granted pursuant to this Section shall in all events be subject and subordinate to (i) any recorded mortgage of the Building as well as any sale or transfer provisions contained therein, and that in the event the Building is transferred (X) to the then holder of such mortgage by reason of a foreclosure action, a deed in lieu of foreclosure or otherwise, (Y) to any single-purpose entity set up by such mortgage holder to acquire title to the property through a foreclosure action, deed in lieu of foreclosure or otherwise, or (Z) to any third party purchaser of the Building at any foreclosure or other sale of the Building pursuant to the terms of the mortgage, the provisions of this Section shall automatically terminate and be of no further force or effect.

The following paragraphs were modified in this Lease:

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)
1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)
1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)
1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)
1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)
1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)
2.04 WAIVER OF RESTORATION (APR 2011)
2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)
3.31 FLOORS AND FLOOR LOAD (APR 2015)
3.39 RESTROOMS (SEP 2013)
4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)
4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)
4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)
4.13 LIQUIDATED DAMAGES (JUN 2012)
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)
6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)
6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)
6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Building Common	
Major Vertical Penetration	
Nonrent Vehicular	

	(s) Floor Data	(sf) Building Data
GBA	92,005	448,513
GMA	91,106	445,768
UA	0	233,317
RA	0	256,826
R:U	0.0000	1.1008

Based on BOMA 96

Basement 2

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Building Common	
Major Vertical Penetration	
Nonrent Vehicular	

	(s) Floor Data	(m) Building Data
GBA	91,910	448,513
GMA	91,012	445,768
UA	634	233,317
RA	668	256,826
R/U	1.0547	1.1008

Based on BOMA 96

Basement 1

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Building Common	
Major Vertical Penetration	

	(m) Floor Data	(m) Building Data
OBA	20,611	448,513
GMA	20,551	445,768
UA	17,812	233,317
RA	19,378	256,826
R:U	1.0879	1.1008

Based on BOMA 96

1st Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(m) Floor Data	(m) Building Data
GBA	21,502	448,513
GMA	21,443	445,768
UA	19,585	233,317
RA	21,598	256,826
R:U	1.1028	1.1006

Based on BOMA 96

2nd Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,658	448,513
GMA	21,598	445,768
UA	19,719	233,317
RA	21,717	258,826
RU	1.1013	1.1006

Based on BOMA 96

3rd Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GRA	21,655	448,513
GMA	21,595	445,768
UA	19,609	233,317
RA	21,603	256,826
R/U	1.1017	1.1008

Based on BOMA 96

4th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR ____ & GOV ____

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,641	448,513
GMA	21,581	445,768
UA	19,590	233,317
RA	21,580	256,826
R:U	1.1016	1.1008

Based on BOMA 96

5th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(sr) Building Data
GBA	21,637	448,513
GMA	21,578	445,768
UA	19,585	233,317
RA	21,575	268,826
R:U	1.1016	1.1008

Based on BOMA 96

6th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20
FT

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,653	448,513
GMA	21,593	445,768
UA	19,606	233,317
RA	21,597	256,826
R/U	1.1016	1.1008

Based on BOMA 96

7th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,631	448,513
GMA	21,572	445,768
UA	19,421	233,317
RA	21,403	258,826
R:U	1.1021	1.1008

Based on BOMA 98

8th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,629	448,513
GMA	21,569	445,768
UA	19,355	233,317
RA	21,424	258,826
R/U	1.1069	1.1008

Based on BOMA 96

9th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR ____ & GOV ____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	(e) Floor Data	(m) Building Data
GBA	21,646	448,513
GMA	21,586	445,768
UA	19,494	233,317
RA	21,437	256,826
R/U	1.0997	1.1008

Based on BOMA 96

10th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,639	448,513
GMA	21,580	445,768
UA	19,478	233,317
RA	21,443	256,826
R:U	1.1006	1.1006

Based on BOMA 96

11th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 15
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,632	448,513
GMA	21,573	445,768
UA	19,430	233,317
RA	21,403	258,826
R:U	1.1015	1.1008

Based on BOMA 96

12th Floor-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Building Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	6,065	448,513
GMA	5,831	445,768
UA	0	233,317
RA	0	256,826
R/U	0.0000	1.1008

Based on BOMA 96

Penthouse-East

Lincoln Place-EAST
600 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV ____

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Building Common	
Major Vertical Penetration	
Nonrent Venicular	

	(m) Floor Date	(m) Building Date
GBA	100,292	465,028
GMA	99,378	462,260
UA	1,896	234,842
RA	1,970	254,660
R/U	1.0394	1.0844

Based on BOMA 98

Basement 2

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Building Common	
Major Vertical Penetration	
Horizontal Vehicular	

	(s) Floor Data	(m) Building Data
GBA	100,292	465,028
GMA	99,378	462,260
UA	0	234,642
RA	0	254,660
R:U	0.0000	1.0844

Based on BOMA 96

Basement 1

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Building Common	
Major Vertical Penetration	

	(m) Floor Data	(m) Building Data
GBA	20,630	465,028
GMA	20,575	462,260
UA	17,992	234,842
RA	19,278	254,660
R/U	1.0714	1.0844

Based on BOMA 96

1st Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(a) Floor Data	(m) Building Data
GBA	21,491	465,028
GMA	21,432	462,260
UA	19,537	234,642
RA	21,254	254,660
R/U	1.0884	1.0844

Based on BOMA 96

2nd Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,637	465,028
GMA	21,578	462,260
UA	19,714	234,842
RA	21,398	254,660
R/U	1.0853	1.0844

Based on BOMA 98

3rd Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,655	465,028
GMA	21,596	462,260
UA	19,604	234,842
RA	21,285	254,660
R/U	1.0858	1.0844

Based on BOMA 96

4th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(ft) Building Data
GBA	21,645	465,028
GMA	21,585	462,260
UA	19,601	234,842
RA	21,272	254,660
R:U	1.0853	1.0844

Based on BOMA 96

5th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,648	465,028
GMA	21,588	462,260
UA	19,619	234,842
RA	21,293	254,660
R:U	1.0853	1.0844

Based on BOMA 98

6th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(tt) Building Data
GBA	21,633	465,028
GMA	21,580	462,260
UA	19,601	234,842
RA	21,278	254,860
R/U	1.0854	1.0844

Based on BOMA 96

7th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,667	465,028
GMA	21,607	462,260
UA	19,465	234,842
RA	21,155	254,660
R:U	1.0857	1.0844

Based on BOMA 96

8th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

[redacted]

(b) (5), (b) (7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(a) Floor Data	(m) Building Data
GBA	21,618	465,028
GMA	21,558	462,260
UA	18,433	234,842
RA	21,098	254,660
R/U	1.0858	1.0844

Based on BOMA 96

9th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

[redacted]

(b)(5), (b)(7)(F)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,637	465,028
GMA	21,578	462,260
UA	19,459	234,842
RA	21,125	254,660
R:U	1.0856	1.0844

Based on BOMA 96

10th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: ____ & GOV: ____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(a) Floor Data	(m) Building Data
GBA	21,656	465,028
GMA	21,597	462,260
UA	19,481	234,842
RA	21,127	254,660
RU	1.0856	1.0844

Based on BOMA 98

11th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	21,640	485,028
GMA	21,580	462,260
UA	19,444	234,842
RA	21,121	254,660
R:U	1.0862	1.0844

Based on BOMA 96

12th Floor-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20

(b) (5), (b) (7)(F)

[redacted]

Unit Charge Type	Color
Building Common	
Major Vertical Penetration	

	(s) Floor Data	(m) Building Data
GBA	5,681	465,028
GMA	5,649	462,260
UA	0	234,842
RA	0	254,660
R:U	0.0000	1.0844

Based on BOMA 96

Penthouse-West

Lincoln Place-WEST
700 Army Navy Drive
Arlington, VA 22202

4/14/2016

LESSOR: _____ & GOV: _____

0 5 10 20
FT

(b) (5), (b) (7)(F)

[redacted]

LESSOR: ____ & GOV: ____

NEW CONDUIT

Drug Enforcement Agency

600 Army Navy Drive

ADT Commercial Security will soon be

tyco

DEVICE LEGEND

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

(b) (5), (b) (7)(F)

CCTV PARKING GARAGE B-2

LESSOR: ____ & GOV: ____

[redacted]

(b) (5), (b) (7)(F)

Rev.	Submittal	Date
1	PERMIT COMMENTS	02/02/2017

Revisions

Seal

Project

Lincoln Place

Drawing Title

Site Plan with Sheet Callouts

CARVALHO + GOOD, PLLC
Landscape Architecture . Urban Design . Planning
1025 Connecticut Avenue, NW . Suite 1000
Washington, DC 20036 202.857.8720 (v)
www.carvalhogood.com

Drawing No.

L1.01

Date: December 4, 2016

LESSOR: ____ & GOV: ____

Exhibit B to RLP Number 9VA2122
Agency Special Requirements
October 6, 2016

1. The offered building must have the ability to accommodate Interagency Security Committee's (ISC) Facility Security Level (FSL) IV Security Requirements.

2. The offered space must be contiguous and accommodated in a single or up to a two (2) building solution. The buildings must be under the same ownership. If a two (2) building solution is proposed, both buildings must be no more than 250 walkable linear feet apart, measured from lobby entrance to lobby entrance.

3. The Government requires the right to fully control and secure the building lobby, per Exhibit C, Security Requirements.

4. The Government requires special spaces including, but not limited to, the following:
    a. Approximately 6,000 square foot fitness center/locker room;
    b. Approximately 6,000 square foot sloped auditorium and related support space, to seat approximately 300, to be located on the first (1st) floor;
    c. Approximately 700 square foot audio visual control room to be located on the first (1st) floor, adjacent to the auditorium;
    d. A museum/gift shop of approximately 4,000 square feet, which will also require a minimum ceiling height of 14'4", to be located on the first (1st) floor;
    e. A credit union of approximately 600 square feet, to be located on the first (1st) floor;
    f. Approximately 1,000 square foot mailroom distribution to be located on the first (1st) floor;
    g. Approximately 13,000 square feet of secure file rooms;
    h. Approximately 4,000 square foot print shop/supplies.

5. The Government requires the right to fully control and secure the parking garage, to include all vehicle and pedestrian entrances. The Government requires the right to place guard booths at the perimeter of the subject property, the number and type to be determined during the design phase. Parking spaces must be structured and accessible 24 hours a day and seven (7) days a week.

6. The offered building(s) must be within 2,640 walkable linear feet of a Metrorail station.

7. The offered building(s) must allow the Government to conduct continuous operations 24 hours a day and seven (7) days a week.

8. The offered building(s) cannot be shared with any other government or commercial tenants, including retail, concessions or services, for the life of the Lease.

9. The Lessor shall allow the government to install and maintain its own mission critical equipment: an independent emergency back-up generator and fuel tank, an electrical riser, power distribution units, uninterruptable power systems, HVAC units and intercom system with multiple access points for the tenant agency's use, at the Government's cost. Lessor shall provide, at no cost to the Government, secure space to house any of the Government's special equipment.

10. DEA requires a maximum of 12 - 4" EMT conduit risers.

Initials: _____ & _____
LESSOR GOV'T

11. The Government shall require additional floor load capacity in various locations throughout the occupied space, anticipated to total approximately 9,000 rentable square feet, for high density file units, fitness center, etc. The location of each of these areas will be determined during the design phase. The Government will require Lessor to provide written certification, calculations and structural drawings of the floor load capacity, at no cost to the Government, by a registered Professional Engineer.

12. The Lessor must provide 24-hour overtime HVAC to all mission critical areas as defined by the Government upon lease award. The Government expects that a total of approximately 20,000 USF will be required on multiple floors.

13. The Lessor shall have a Building Engineer licensed by the State of VA on-site during normal business hours.

14. The Lessor will respond and be on-site to after-hour building emergencies within one hour.

15. The Lessor must install a state-of-the-art Building Automation System (BAS) to monitor the buildings and the Government's its critical systems and emergency back-up equipment, at the Government's cost. The BAS should be capable of allowing the tenant to interface with the building engineer through multiple Lap-top computers. Tenant's interface will be used for monitoring, energy calculations and measurements only. The Lessor shall fully cooperate with the Government to ensure that all applicable equipment is compatible and connected to the BAS system.

16. The offered site must have access to major commercial fiber optic network(s) at the property lines.

17. The Government reserves the right, prior to the submission of Final Proposal Revisions, to require additional security measures to meet specific tenant occupancy requirements, as they may be determined by the Government's building security assessment, or any type of Government risk assessment evaluation of the proposed building, location, and/or tenant mix. The Government will determine security standards for each proposed facility on a case by case basis. Some of the assessment criteria include, but are not limited to, tenant agency mix, size of space requirement, number of employees, use of space, location of facility, configuration of the site and lot, and public access into and around the facility

Initials: _____ & _____
LESSOR GOVT

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL IV

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

FACILITY ENTRANCES AND LOBBY

LIMITING LOBBY QUEUING
The Lessor and the Government shall create a separate foot traffic flow pattern for employees and visitors at entrances to minimize lobby queuing caused by screening, visitor processing, and access control systems.

PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS – LEVEL IV

The Government reserves the right to use stanchions, counters, furniture, knee walls or product-equivalents, IDS, electronic access control, and security guards, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

LOBBY BLAST PROTECTION
The Lessor shall reinforce window and door glass in critical areas, as determined by the Government, to resist an explosive blast.

SCREENING REQUIREMENTS

VISITOR SIGN-IN/OUT AFTER HOURS
The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.

MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES
Magnetometers and X-ray machines will be installed by the Government at the public entrance. Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and assist those tenants in obtaining ID acceptable to the Government.

ACCOMMODATION OF RETAIL/MIX USE SPACE
There shall not be unscreened access to Government-protected space from retail or public space. All non-Government personnel must enter through a screening point.

BALLISTIC PROTECTIVE BARRIER
The Lessor shall provide for a ballistic protective barrier to a UL 752 level 3 standard, around guard booths, desks, or podiums where armed guards and other security personnel are stationed.

MAIL SCREENING ROOMS: COLLAPSE AND AIRBLAST INJURY PREVENTION
The Lessor shall utilize hardening and venting methods for mail screening rooms and receiving areas, to prevent progressive collapse and limit airblast injuries in adjacent areas from explosives equivalent to _____ pounds of TNT detonated in this area. In the event of such explosion, significant structural damage to the walls, ceilings, and floors of the mailroom/receiving area may occur. However, the adjacent areas must not experience severe damage or collapse.

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)
The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

SECURING CRITICAL AREAS
Areas designated as Critical Areas shall be locked using fully HSPD-12 compliant electronic access control equipment (see IDS requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

VISITOR ESCORT AND ID REQUIREMENTS
The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF
The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using locks and an Intrusion Detection System (IDS).

CONTROL ACCESS TO CRITICAL AREAS WITHIN THE BUILDING
The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using electronic access control and an IDS.

CRITICAL SYSTEM RELOCATION
Critical Systems (e.g., mechanical, electrical, utility rooms; HVAC vents; emergency generator) shall be located at least 25 feet from the Building loading dock, entrances, unscreened vehicle entrance(s), and uncontrolled parking areas or implement sufficient

standoff, hardening, and venting methods to protect critical Building system areas from a vehicle borne explosives equivalent to _____ pounds of TNT detonated at the loading dock, vehicle entrance, or uncontrolled parking area.

RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS
The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS
The Lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

INTERIOR OF SPACE

WEARING PHOTO ID IN GOVERNMENT SPACE
The Lessor and his contractors shall be required to wear a photo ID, to be visible at all times, when in Government- controlled Space.

SECURE EMPLOYEE ENTRANCE DOORS
The Lessor shall provide a means to secure, as determined by the Government, doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection before entry to Government occupied Space.

LIMIT ON ENTRY POINTS (SHELL)
The Government may elect to limit the number of entry points to the Building or to the Government occupied Space, to the fewest number practicable.

FORMAL KEY CONTROL PROGRAM (SHELL)
The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

ELECTRONIC ACCESS FOR EMPLOYEES

The Lessor shall provide electronic access control for employee entry doors without a guard post (including after-hours access) in conjunction with CCTV coverage.

DELAYED EGRESS HARDWARE AT EMERGENCY EXITS
The Lessor shall provide delayed egress hardware at emergency exits from critical or sensitive areas, if local codes allow the installation of this equipment.

CONTROLLED ACCESS TO "SENSITIVE AREAS"
The Government may elect to designate space within the leased Space as "sensitive areas" to be locked using electronic access control or high security locks. The Lessor shall not have access to these areas unless they are escorted by Government personnel.

SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)
The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)
The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

LANDSCAPING REQUIREMENTS (SHELL)
Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)
The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE
Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES – LEVEL IV (SHELL)
Trash receptacles, containers, mailboxes, vending machines, or other fixtures and features that could conceal packages, brief cases, or other portable containers shall be located _25_ feet away from the Building. If the blast containment measures are proposed, a certification by a certified registered professional engineer that the equivalent mitigation capability is present is required.

VEHICLE BARRIERS
The Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and Critical Areas from penetration by a 4700 pound vehicle traveling at 35 mile per hour.

CHANNELING VISITORS TO AUTHORIZED AREAS/ENTRANCES
If it is a multitenant Building or if the Space is in a campus-type setting, the Lessor shall install signage and walkways with fencing, landscaping, or other barriers to easily guide and direct pedestrians to authorized areas or entrances.

PARKING

NUMBER OF PARKING ENTRANCES
The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)
Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)
Lessor shall limit parking and access to parking to authorized individuals.

VEHICLE SCREENING
The Government may elect to screen all visitor vehicles as prescribed by the Government. This screening shall include ID verification and visual inspection of the

vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements).

PUBLIC ACCESS TO GOVERNMENT PARKING AREAS
Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by CCTV camera(s) at all times.

SECURITY SYSTEMS

CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)

GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE
The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

INTRUSION DETECTION SYSTEM (IDS)

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all

applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

DURESS ALARM

GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, shall document and implement duress procedures for emergency situations.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

ADDITIONAL SECURITY SYSTEMS DESIGN REQUIREMENTS

SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the lease, that alarm and physical access control panels, CCTV components, controllers, and cabling shall be secured from unauthorized physical and logical access (Reference: Security Criterion Interior Security of Critical Areas). Computer-based systems may also be required to meet agency-specific CIO certification and accreditation requirements.

CENTRAL SECURITY CONTROL CENTER

CENTRAL SECURITY CONTROL CENTER DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall design an onsite central security control center in compliance with all applicable INTERIOR security criterion and agency requirements. Design and technical review shall be coordinated with the Federal Protective Service and agency security representative prior to construction.

CENTRALIZED COMMUNICATIONS SYSTEM

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall provide and maintain a communication system for security and emergency announcements. Communication may be achieved through public address systems, specially-designed phone systems, and computer-based mass delivery. This communication system should be utilized to provide emergency announcements, alerts and instructions to occupants. On site communication with guards (if applicable), designated response personnel and OEP support employees is essential during an incident. Procedures for standard announcements and drills shall be developed. Standard announcements may be prerecorded into the Building communication system for immediate notification.

EMERGENCY POWER TO SECURITY SYSTEMS

The Lessor, in consultation and coordination with a security provider (internal or external) and the agency designated security representative, shall provide uninterruptible emergency power to essential electronic security systems for a minimum of 4 hours. Uninterruptable power can be provided through the use of batteries, emergency generators, UPS, or a combination thereof to meet the requirements.

SYSTEM PERFORMANCE TESTING

The Lessor in consultation and coordination with a security provider (internal or external) and the agency designated security representative shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, and documented. Testing protocols will be determined at the time of design. Components which fail during testing shall be serviced in accordance with the security system maintenance criteria stated above.

STRUCTURE

WINDOWS

SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied Space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level

and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition "3b" (in accordance with the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, the Lessor shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the proposed system meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

LOCK GROUND FLOOR WINDOWS (SHELL)
The Lessor shall lock all ground floor windows with L-brackets using security screws, or equivalent measure, acceptable to the Government.

SECURE NON-WINDOW OPENINGS (SHELL)
The Lessor shall secure all non-window openings, such as, mechanical vents, utility entries, and exposed plenums to prevent unauthorized entry.

PREVENT VISUAL OBSERVATION INTO "SENSITIVE AREAS"
The Lessor shall provide blinds, curtains, or other window treatments in "Sensitive Areas" that can be employed to prevent visual observation of that area that is acceptable by the Government.

BUILDING SYSTEMS

EMERGENCY GENERATOR – LEVEL IV
If an emergency generator is required by the Government, the Lessor shall locate the generator in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. (If the 25 foot distance cannot be achieved, a combination of standoff, hardening, and venting methods must be implemented to protect utilities from vehicle borne improvised explosive devices of _____ pounds of TNT equivalency.)

SECURING ON-SITE PUBLICLY-ACCESSIBLE UTILITIES
The Lessor shall secure the water supply handles, control mechanisms, and service connections at on-site publicly-accessible locations with locks and anti-tamper devices.

SECURING AIR INTAKE GRILLES

The Lessor shall secure air intake grilles less than 30 feet above grade or otherwise accessible. Air intake grills shall be secured with tamper switches connected to a central alarm monitoring station and monitored by CCTV. As an alternative the air intake may be relocated to a position greater than 30 feet above grade.

HVAC SYSTEM FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL (CBR) ATTACK-SUSCEPTIBLE AREAS

The Lessor shall provide separate isolated HVAC systems in lobbies, loading docks, mail rooms and other locations as identified by a risk assessment as susceptible to CBR attack, to protect other building areas from possible contamination.

All exterior air handling units (AHUs), including the supply air for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 10 particulate filters. AHUs serving lobbies and mailroom, including the supply air stream for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 13 filters.

SECURING UTILITY, SERVICE, AND HVAC ROOMS

The Lessor shall secure utility, mechanical, electrical, telecom, and HVAC rooms, roof access points, and rooms containing HVAC system control panels with high security locks (UL 437 compliant) monitored by a Central Station Monitored - Intrusion Detection System (CSM-IDS).

POWER DISTRIBUTION SYSTEMS

The Lessor shall install emergency and normal power distribution systems (including electric panels, conduits, and switchgears) at least 25 feet apart.

DOCUMENTED EMERGENCY PROCEDURES (SHELL)

The Lessor shall develop and maintain documented procedures for emergency shut-down and/or exhaust of air handling system which shall be available for review by the Government for the purpose of developing its Occupancy Emergency Plan. (Note: OEP shall address closing or opening of windows when HVAC is in shut down mode developed in consultation with the Building engineer.)

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall

only be released to authorized personnel, approved by the Government by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record, including the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

SECURITY PLANS AND LAYOUTS – LEVEL IV
The Lessor shall secure and keep safe any security plans, construction and alteration plans and layouts. This shall be addressed in the construction security plan.

CONSTRUCTION SECURITY PLAN
The Lessor shall submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project.

ADDITIONAL SECURITY REQUIREMENTS
Pre-occupancy construction and initial space alterations shall require background checks, restrictions on accessibility, and escorts for construction personnel. The Lessor shall submit a construction security plan that addresses these measures.

SCREENING OF MAIL AND PACKAGES – LEVEL IV
The Lessor shall provide dedicated space for the Government furnished security guards, agency personnel, or contracted personnel to inspect and screen all mail and packages using X-ray at a loading dock if present or at an existing screening location if there is no loading dock. Lessor shall locate mail receiving areas away from entrances, critical service utilities and IT distribution points. For mailroom security measures and mitigation of design events, reference GSA's "Guidelines for Mailroom Construction and Renovation" and the U.S. Postal Inspection Service's "Mail Center Security Guide" Publication 166, September 2002 (at www.usps.com). This space shall be considered part of the lease common area and not ABOA square footage.

OCCUPANT EMERGENCY PLANS (SHELL)
The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECURITY GUARD POSTINGS
The Government may elect to post armed security guards [assigned by the Government] at all screening checkpoints and at the entrances to Government-occupied Space.

SECURITY GUARD PATROLS
The Government may elect to provide interior and exterior roving guard patrols which shall be conducted during normal business hours. The security guard force, provided by DHS FPS, will be armed and equipped with a centralized radio network with incident response dispatch capability from the on-site central security control center. The Lessor and the Government shall develop in coordination with the Government's Designated (security) Official, the security guard response SOPs to alarms and incidents to ensure full coordination and cooperation between the on-site Lessor representative and the Government tenant(s).

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **PUBLIC BUILDINGS SERVICE**	1. SOLICITATION NUMBER: 9VA2122		2. STATEMENT DATE 9.6.2017	
	3. NET RENTABLE 511,487	3A. ENTIRE BUILDING 511,487	3B. LEASED BY GOV'T 511,487	Percentage Occupancy 100%

4. BUILDING NAME AND ADDRESS:

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

(b) (4)

[redacted]

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

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

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 20126)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

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14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease AcquisitionThreshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $750,000.)

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds $100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding $500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds $500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding $100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)
This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
(Applicable to leases $150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applicable to leases over $15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
(Applicable to leases over $35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over $750,000 total contract value.)
This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)
(Applicable if over $700,000 total contract value.)
This clause is incorporated by reference.

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number: 9VA2122	Dated: 5/30/2017

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

(2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

[X] Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

(1) It is [ ] is not [X] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [ ] is not [X] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: 830595489

(b) An offeror may obtain a DUNS number (i) via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE): Andrea Nolan Clarion Partners 1440 New York Avenue NW, Suite 200 Washington, DC 20005 (b) (6) [redacted] Signature	TELEPHONE NUMBER: 202-879-8106 5/30/2017 Date

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

a. **The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located, with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.**

b. **A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.**

c. **An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.**

d. **The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.**

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS

Building Name:	Lincoln Place East Tower
Building Address:	600 Army Navy Drive
City:	Arlington
State:	VA
9-Digit Zip Code:	22202

II. GENERAL BUILDING INFORMATION

a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:

Floor	The entire building
Sq. Ft. Per Floor	Approximately 20,000 sq. ft. per floor (entire building is 240,000 sq. ft.)

b. Identify the total number of floors in the building starting at the street floor:	12 above grade plus penthouse
c. Identify the total number of floors in the building below the street floor:	2 below grade
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:	Re-entry on all floors

III. OTHER USES IN BUILDING (Check All That Apply)

☐ Restaurants	☐ Laboratories	☐ Storage	☐ Retail	☒ Parking Garage	☐ Other (list)

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Is an automatic fire sprinkler system installed throughout the building?	X		
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*?	X		

V. FIRE ALARM SYSTEM

Please Check YES, NO, N/A to the following questions:	YES	NO	N/A
a. Is a fire alarm system installed in the building?	X		
b. Is an emergency voice/alarm communication system installed in the building?	X		
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?	X		
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?	X		
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?		X	
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station?	X		
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, *National Fire Alarm and Signaling Code*?	X		

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	X		
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	X		
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	X		
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
Are elevators installed in the building?	X		
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	X		
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	X		
VIII. ADDITONAL INFORMATION			
The main fire alarm control panel is located in the Fire Command Center on the 1st Floor.			

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: (b) (6) [redacted] Date: 1 June 2017

Printed Name: Andrea H. Nolan

Title: Authorized Signatory

Name of Firm: CSHV Lincoln Place, LLC

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
b. *Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
c. *Upon completion of Part B, the Offeror must sign and date the "Offeror's "Statement of Correction."*
d. *The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.
   a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
      It is understood there are no current citations or violations regarding this building.
   b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
      Refer to attachment.
   c. Identify the number of floors in the building (above and below grade)
      The building has 12 above-grade stories plus the mechanical penthouse and 2 below-grade stories.
   d. Identify the approximate gross square footage per floor in the building.
      The approximate gross square footage of each floor is 20,000 ft². The approximate gross square footage of the B2 and B1 levels are 190,000 ft² each.
   e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
      The entire building, approximately 240,000 square feet, is being offered for lease to the federal government.
   f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
      Diesel fuel is stored on site for the building's emergency generator as well as for a tenant generator. The building's emergency generator has a 50-gallon day tank and is located on the roof on the penthouse level. The day tank is fed from a 270-gallon diesel tank located on the B1 level. The tenant generator has a 75-gallon day tank and is located on the B2 level. It is fed from a 2,000-gallon diesel tank on the B2 level.
   g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
      The main diesel fuel tanks are located on the B1 level and B2 level.

2. Occupancy Classifications.
   a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.
      B2 Level – Parking, storage, diesel fuel tank, and main electrical room
      B1 Level – Parking, fire pump, sprinkler dry pipe valves, and diesel fuel tank
      Floors 1-12 – Offices
      Penthouse level – Emergency generator, chillers, and traction elevator machine room (EMR)

3. Building Construction.
   a. Identify the building construction type.
      The building is of fire-resistive construction. The frame is concrete columns, the floors are concrete slab, and the walls are pre-cast concrete panels with metal frame windows. The NFPA 220 classification for this building most closely resembles a minimum of Type II-222 (IBC IB).

4. Vertical Openings.
   a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
      The exit stairs are separated from adjoining spaces by what appears to be fire-resistance-rated concrete masonry unit (CMU), concrete, and gypsum boards. The openings into the stair enclosures are provided with self-closing doors. The elevator and utility shafts were not accessed during the survey.
   b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.
      None identified.

5. Means of Egress.
   a. Identify the number of enclosed exit stairs on each floor of the building.
      The above-grade floors of the building are provided with two separate exits per floor. Stair A extends from the B2 level to the 12th floor. Stair B extends from the B2 level to the penthouse.
   b. For each exit stair, describe:
      i. The clear width of each stair tread and location of measurement.
         Both exit stairways have a nominal width of 44-inches and 39-inches of clear width between handrails.
      ii. The egress capacity of each exit stair.
         Based on an exit capacity factor of 0.3 inches per person for the stairs, the two exit stairs provide a total exit capacity of 292 (146 x 2) persons per floor. Each 36-inch exit door into the stair has a clear width of 33 inches. At 0.2 inches per person for the doors, the four doors provide a total exit capacity of 330 (165 x 2) persons per floor. The exit capacity is limited to 292 occupants per floor.
      iii. The location of where each exit stair discharges.
         Stair A discharges through the lobby on the 1st floor. Stair B discharges to the exterior via an exit passageway on the 1st floor.
      iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
         Each stairway has one door per floor. Re-entry to the stair is permitted on office floors. Any locked stair doors unlock upon fire alarm activation.
      v. Any penetrations into and openings through each exit stair enclosure assembly.
         The wall penetrations were observed to be properly firestopped.
      vi. Any headroom obstruction within each exit stair enclosure.
         None observed.
      vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
         None observed.
      viii. The exit stair remoteness arrangement.
         The exits on the office floors are separated by approximately 87 feet measured in a straight line. The maximum overall diagonal dimension of the building is approximately 256 feet. The required one-third (GSA) minimum separation distance is 86 feet.
      ix. Identify and describe if all exit stair doors are self-closing and self-latching.
         All the observed exit doors are provided with self-closers and are self-latching.
   c. Identify and describe all exit doors that do not swing in the direction of exit travel.
      None observed.

d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.

The mechanical, data closet, and electrical rooms on each floor appear to be constructed of fire-resistance construction, with firestopping for the majority of the wall penetrations. The fire-resistance ratings of the doors could not be determined at the time of the survey due to missing labels listing the fire-resistance ratings. All of the observed fire doors are in working order.

e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.

The typical floor layout has the exit access through the main core office corridors. No concerns noted.

f. Identify by location and describe any concern regarding the exit signage within the building.

Exit signs are located above the exit stairways and exterior doors. Exit signs are located throughout the floor depending on the office layout and are internally illuminated.

g. Describe the building's emergency lighting system.

Emergency lighting is provided by selected ceiling-mounted light fixtures on each floor and wall-mounted light fixtures in the stairways. The emergency lights on the floors are connected to the emergency generator.

h. Identify and describe if emergency power is provided within the building.

Emergency power is provided by a diesel generator set manufactured by Caterpillar and powered by a 8-cylinder diesel engine. The generator is rated at 500 kW and 625 kVA. The diesel engine is supplied by a 50-gallon day tank fed from the main diesel fuel tank on level B1. The generator set is located on the roof on the penthouse level. The generator supplies power to the fire alarm system, emergency lights, exit signs, sump pumps, security system, and one elevator at a time.

i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards, identify and evaluate the procedures being used.

The generator is run weekly for 30 minutes by building management and serviced quarterly by an outside contractor. Records of the monthly tests and annual service are kept in the building engineer's office.

6. Automatic Fire Suppression Systems.

a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.

Automatic sprinkler protection is provided throughout the building. All of the GSA space is provided with sprinkler protection.

The sprinklers and standpipes are supplied by a 6-inch connection to the public water main. The incoming city water pressure was 80 psi at the time of this survey. The sprinkler system is fed on each floor from a sprinkler/standpipe within stair A. The sprinkler system utilizes a Fairbanks Morse 750 gpm at 100 psi fire pump that supplements the city water pressure to the sprinkler systems and standpipes. The fire pump is driven by a Westinghouse Life-Line T 75 hp at 3,535 rpm electric motor. The fire pump is controlled by a Joslyn controller. A Burks jockey pump, powered by a Marathon Electric 1-1/2-hp electric motor, is provided adjacent to the pump.

Fire department connections (FDC) are located at the corners of the building. Each FDC has two 2½-inch hose inlets. There are several public fire hydrants located on the adjacent streets.

The pump test header is located near the entrance to the B1 level parking garage. The test header is provided with three 2½-inch outlets.

b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.

All portions of the above-grade stories are protected by a wet pipe sprinkler system. The below-grade parking garage levels are protected by dry pipe sprinkler systems. The air handling units on the penthouse/roof levels are provided with a dry pipe sprinkler system.

c. Identify and describe any other fire suppression systems installed within the building.

Dry chemical-type fire extinguishers are provided throughout the building. All the extinguishers have been checked within the last year and are being inspected annually. The fire extinguishers are being visually inspected monthly.

d. Identify and describe the types of standpipes installed in the building.

A Class I standpipe system is provided for the building. Stair B is provided with 4-inch standpipe risers and stair A is provided with a 4-inch combination sprinkler/standpipe riser. The sprinkler system on each of the above-grade floors is fed from the stair A combination sprinkler/standpipe. Both a 1½-inch and a 2½-inch hose connection outlet is provided on each floor landing within each stairway.

e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

It is understood that the sprinkler system is tested quarterly and annually in accordance with NFPA 25. Records of these tests are kept in the building engineer's office. The report of the latest quarterly test of the sprinkler system was not available to be reviewed.

7. Fire Alarm System.

a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.

A point-addressable, voice-capable fire alarm system is provided throughout the building. The fire alarm control panel is a FCI Series 7100. The fire alarm control panel is located in the fire command center on the 1st floor. A fire alarm graphic annunciator panel is located in the fire command center.

Firefighter telephones are located throughout the building.

Smoke detectors are installed in the elevator machine room, main electric room, elevator lobbies, telephone rooms, electric rooms, mechanical rooms, and outside of each stairway on each floor. All of the detectors are connected to the main fire alarm control panel.

The fire alarm system components consist of manual pull stations, smoke detectors, duct detectors, sprinkler flow switches, sprinkler pressure switches, heat detectors, speakers and visual strobes.

b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.

The fire alarm system is monitored by a UL-listed central station.

c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.

Activation of a sprinkler waterflow switch, sprinkler pressure switch, manual pull station, heat detector, smoke detector, or duct detector sends an alarm to the fire alarm control panel. The voice alarm and visual notification appliances on the floor in alarm, the floor above, and the floor below will activate; and the building occupants on those floors will be directed to evacuate the building. Activation of a smoke detector in an elevator lobby or in an elevator machine room will initiate elevator recall. Activation of a smoke detector outside of the exit stairways will initiate the stairway pressurization system. Activation of a duct detector shuts down the associated air handler.

d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

It is understood that the fire alarm system is tested annually in accordance with NFPA 72. Records of these tests are kept in the building engineer's office. The report of the latest annual test of the fire alarm system was not available to be reviewed.

8. Elevators.
   a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
      The current certificates of the elevator inspections are available in the building management's office.
   b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
      The elevators appear to comply with the Phase I Emergency Recall Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor. It is understood that the elevators recall to the 1st floor, and the alternative recall level is the 2nd floor.
   c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
      The elevators appear to comply with the Phase II Emergency In-Car Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor.
   d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.
      The call buttons in the elevators contact a location staffed 24 hours per day, 7 days per week.

FINDINGS AND RECOMMENDATIONS

1. **Finding:** The egress gate in stair A is located on the B1 level, which is not the level of exit discharge. It was noted by the building engineer that an egress gate is currently being installed on the 1st floor.

   Recommendation: Ensure completion of the construction of the egress gate located on the level of exit discharge, which is the 1st floor.

   Code Reference: 2012 NFPA 101, Section 7.7.3.4

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portions of the report.)

(b) (6)

Signature: [redacted] Date: July 5, 2016

Printed Name: Morgan J. Hurley, PE, FSFPE

Name of Firm: JENSEN HUGHES, Inc. Phone #: 301-220-1212

License Number: 026721

Stamp Here:

COMMONWEALTH OF VIRGINIA
MORGAN J. HURLEY
Lic. No. 026721
PROFESSIONAL ENGINEER

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

(b) (6)

Signature: [redacted] Date: 1 June 2017

Printed Name: Andrea H. Nolan

Title: Authorized Signatory

Name of Firm: CSHV Lincoln Place, LLC

ATTACHMENT A

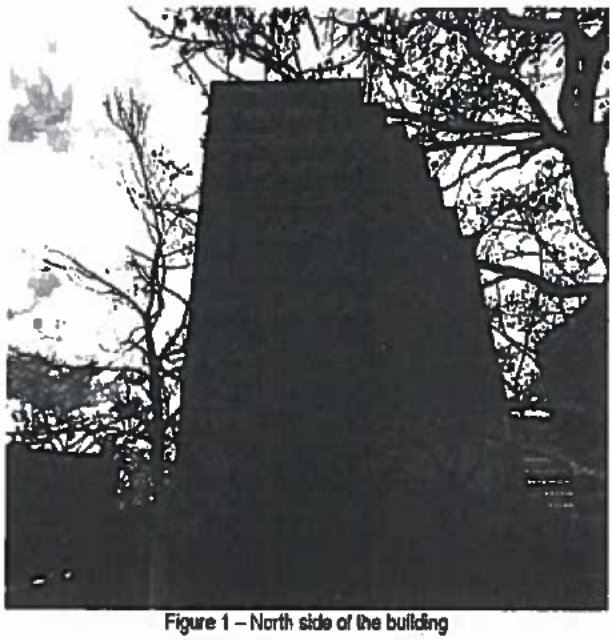


Figure 1 – North side of the building

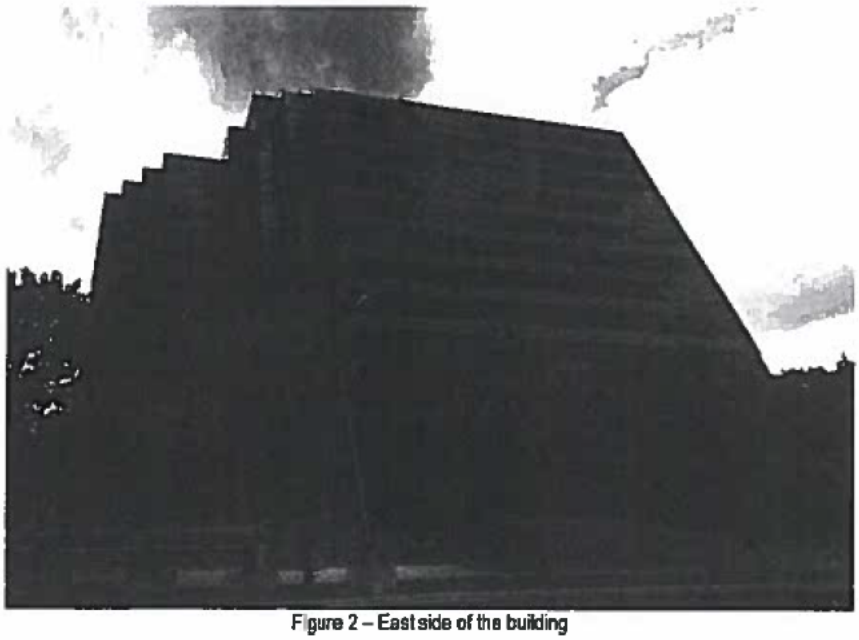


Figure 2 – East side of the building

Figure 3 – South side of the building

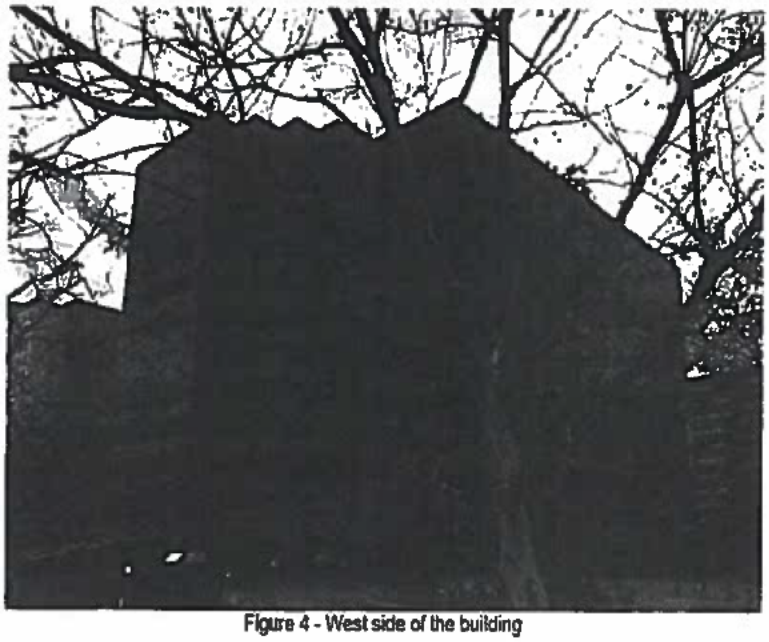


Figure 4 - West side of the building

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

a. **The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located, with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.**

b. **A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.**

c. **An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.**

d. **The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.**

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS

Building Name:	Lincoln Place West Tower
Building Address:	700 Army Navy Drive
City:	Arlington
State:	VA
9-Digit Zip Code:	22202

II. GENERAL BUILDING INFORMATION

a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:

Floor	The entire building
Sq. Ft. Per Floor	Approximately 20,000 sq. ft. per floor (entire building is 240,000 sq. ft. entire building)

b. Identify the total number of floors in the building starting at the street floor:	12 above grade plus penthouse
c. Identify the total number of floors in the building below the street floor:	2 below grade
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:	Re-entry on all floors

III. OTHER USES IN BUILDING (Check All That Apply)

☐ Restaurants ☐ Laboratories ☐ Storage ☐ Retail ☒ Parking Garage ☒ Other (list): Museum

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Is an automatic fire sprinkler system installed throughout the building?	X		
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*?	X		

V. FIRE ALARM SYSTEM

Please Check YES, NO, N/A to the following questions:	YES	NO	N/A
a. Is a fire alarm system installed in the building?	X		
b. Is an emergency voice/alarm communication system installed in the building?	X		
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?	X		
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?	X		
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?		X	
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station?	X		
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, *National Fire Alarm and Signaling Code*?	X		

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	X		
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	X		
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	X		
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
Are elevators installed in the building?	X		
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	X		
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	X		
VIII. ADDITONAL INFORMATION			
The main fire alarm control panel is located in the Fire Command Center on the 1st Floor.			

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: (b) (6) [redacted] Date: 1 June 2017

Printed Name: Andrea H. Nolan

Title: Authorized Signatory

Name of Firm: CSHV Lincoln Place, LLC

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
b. *Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
c. *Upon completion of Part B, the Offeror must sign and date the "Offeror's "Statement of Correction."*
d. *The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.
   a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
      It is understood there are no current citations or violations regarding this building.
   b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
      Refer to attachment.
   c. Identify the number of floors in the building (above and below grade)
      The building has 12 above-grade stories plus the mechanical penthouse and 2 below-grade stories.
   d. Identify the approximate gross square footage per floor in the building.
      The approximate gross square footage of each floor is 20,000 ft². The approximate gross square footage of the B2 and B1 levels are 190,000 ft² each.
   e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
      The entire building, approximately 240,000 square feet, is being offered for lease to the federal government.
   f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
      Diesel fuel is stored on site for the building's emergency generator as well as for a tenant generator. The building's emergency generator has a 25-gallon day tank and is located on the roof on the penthouse level. The day tank is fed from a 270-gallon diesel tank located on the B1 level. The tenant generator has a 75-gallon day tank and is located on the B2 level. It is fed from a 2,000-gallon diesel tank on the B2 level.
   g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
      The main diesel fuel tanks are located on the B1 level and B2 level.

2. Occupancy Classifications.
   a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.
      B2 level – Parking, storage, diesel fuel tank, and main electrical room
      B1 level – Parking, fire pump, sprinkler dry pipe valves, and diesel fuel tank
      Floor 1 – Museum and offices
      Floors 2-12 – Offices

Penthouse Level – Emergency generator, chillers, and traction elevator machine room (EMR)

3. Building Construction.
   a. Identify the building construction type.
      The building is of fire-resistive construction. The frame is concrete columns, the floors are concrete slab, and the walls are pre-cast concrete panels with metal frame windows. The NFPA 220 classification for this building most closely resembles a minimum of Type II-222 (IBC IB).

4. Vertical Openings.
   a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
      The exit stairs are separated from adjoining spaces by what appears to be fire-resistance-rated concrete masonry unit (CMU), concrete, and gypsum boards. The openings into the stair enclosures are provided with self-closing doors. The elevator and utility shafts were not accessed during the survey.
   b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.
      None identified.

5. Means of Egress.
   a. Identify the number of enclosed exit stairs on each floor of the building.
      The above-grade floors of the building are provided with two separate exits per floor. Stair A extends from B2 level to the 12th floor. Stair B extends from the B2 level to the penthouse.
   b. For each exit stair, describe:
      i. The clear width of each stair tread and location of measurement.
         Both exit stairways have a nominal width of 44-inches and 39-inches of clear width between handrails.
      ii. The egress capacity of each exit stair.
         Based on an exit capacity factor of 0.3 inches per person for the stairs, the two exit stairs provide a total exit capacity of 292 (146 x 2) persons per floor. Each 36-inch exit door into the stair has a clear width of 33 inches. At 0.2 inches per person for the doors, the four doors provide a total exit capacity of 330 (165 x 2) persons per floor. The exit capacity is limited to 292 occupants per floor.
      iii. The location of where each exit stair discharges.
         Stair A discharges through the lobby on the 1st floor. Stair B discharges to the exterior via an exit passageway on the 1st floor.
      iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
         Each stairway has one door per floor. Re-entry to the stair is permitted on office floors. Any locked stair doors unlock upon fire alarm activation.
      v. Any penetrations into and openings through each exit stair enclosure assembly.
         The wall penetrations were observed to be properly firestopped.
      vi. Any headroom obstruction within each exit stair enclosure.
         None observed.
      vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
         None observed.
      viii. The exit stair remoteness arrangement.
         The exits on the office floors are separated by approximately 87 feet measured in a straight line. The maximum overall diagonal dimension of the building is approximately 256 feet. The required one-third (GSA) minimum separation distance is 86 feet.
      ix. Identify and describe if all exit stair doors are self-closing and self-latching.
         All the observed exit doors are provided with self-closers and are self-latching.
   c. Identify and describe all exit doors that do not swing in the direction of exit travel.
      None observed.

d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.

The mechanical, data closet, and electrical rooms on each floor appear to be constructed of fire-resistance construction, with firestopping for the majority of the wall penetrations. The fire-resistance ratings of the doors could not be determined at the time of the survey due to missing labels listing the fire-resistance ratings. All of the observed fire doors are in working order.

e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.

The typical floor layout has the exit access through the main core office corridors. No concerns noted.

f. Identify by location and describe any concern regarding the exit signage within the building.

Exit signs are located above the exit stairways and exterior doors. Exit signs are located throughout the floor depending on the office layout and are internally illuminated.

g. Describe the building's emergency lighting system.

Emergency lighting is provided by selected ceiling-mounted light fixtures on each floor and wall-mounted light fixtures in the stairways. The emergency lights on the floors are connected to the emergency generator.

h. Identify and describe if emergency power is provided within the building.

Emergency power is provided by a diesel generator set manufactured by Caterpillar and powered by a 6-cylinder diesel engine. The generator is rated at 500 kW and 325 kVA. The diesel engine is supplied by a 25-gallon day tank fed from the main diesel fuel tank on level B1. The generator set is located on the roof on the penthouse level. The generator supplies power to the fire alarm system, emergency lights, exit signs, sump pumps, security system, and one elevator at a time.

i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

The generator is run weekly for 30 minutes by building management and serviced quarterly by an outside contractor. Records of the monthly tests and annual service are kept in the building engineer's office.

6. Automatic Fire Suppression Systems.

a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.

Automatic sprinkler protection is provided throughout the building. All of the GSA space is provided with sprinkler protection.

The sprinklers and standpipes are supplied by a 6-inch connection to the public water main. The incoming city water pressure was 80 psi at the time of this survey. The sprinkler system is fed on each floor from a sprinkler/standpipe within stair A. The sprinkler system utilizes a Fairbanks Morse 750 gpm at 100 psi fire pump that supplements the city water pressure to the sprinkler systems and standpipes. The fire pump is driven by a Westinghouse Life-Line T 75 hp at 3,535 rpm electric motor. The fire pump is controlled by a Joslyn controller. A Burks jockey pump, powered by a Marathon Electric 1-1/2-hp electric motor, is provided adjacent to the pump.

Fire department connections (FDC) are located at the corners of the building. Each FDC has two 2½-inch hose inlets. There are several public fire hydrants located on the adjacent streets.

The pump test header is located near the entrance to the B1 level parking garage. The test header is provided with three 2½-inch outlets.

b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.

All portions of the above-grade stories are protected by a wet pipe sprinkler system. The below-grade parking garage levels are protected by dry pipe sprinkler systems. The air handling units on the penthouse/roof levels are provided with a dry pipe sprinkler system.

c. Identify and describe any other fire suppression systems installed within the building.

Dry chemical-type fire extinguishers are provided throughout the building. All the extinguishers have been checked within the last year and are inspected annually. The fire extinguishers are visually inspected monthly.

d. Identify and describe the types of standpipes installed in the building.

A Class I standpipe system is provided for the building. Stair B is provided with 4-inch standpipe risers and stair A is provided with a 4-inch combination sprinkler/standpipe riser. The sprinkler system on each of the above-grade floors is fed from the stair A combination sprinkler/standpipe. Both a 1½-inch and a 2½-inch hose connection outlet is provided on each floor landing within each stairway.

e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

It is understood that the sprinkler system is tested quarterly and annually in accordance with NFPA 25. Records of these tests are kept in the building engineer's office. The report of the latest quarterly test of the sprinkler system was not available to be reviewed.

7. Fire Alarm System.

a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.

A point-addressable, voice-capable fire alarm system is provided throughout the building. The fire alarm control panel is a FCI E3 Series. The fire alarm control panel is located in the fire command center on the 1st floor. A fire alarm graphic annunciator panel is located in the fire command center.

Firefighter telephones are located throughout the building.

Smoke detectors are installed in the elevator machine room, main electric room, elevator lobbies, telephone rooms, electric rooms, mechanical rooms, and outside of each stairway on each floor. All of the detectors are connected to the main fire alarm control panel.

The fire alarm system components consist of manual pull stations, smoke detectors, duct detectors, sprinkler flow switches, sprinkler pressure switches, heat detectors, speakers and visual strobes.

b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.

The fire alarm system is monitored by a UL-listed central station.

c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.

Activation of a sprinkler waterflow switch, sprinkler pressure switch, manual pull station, heat detector, smoke detector, or duct detector sends an alarm to the fire alarm control panel. The voice alarm and visual notification appliances on the floor in alarm, the floor above, and the floor below will activate; and the building occupants on those floors will be directed to evacuate the building. Activation of a smoke detector in an elevator lobby or in an elevator machine room will initiate elevator recall. Activation of a smoke detector outside of the exit stairways will initiate the stairway pressurization system. Activation of a duct detector shuts down the associated air handler.

d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

It is understood that the fire alarm system is tested annually in accordance with NFPA 72. Records of these tests are kept in the building engineer's office. The report of the latest annual test of the fire alarm system was not available to be reviewed.

8. Elevators.
   a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
      The current certificates of the elevator inspections are available in the building management's office.
   b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
      The elevators appear to comply with the Phase I Emergency Recall Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor. It is understood that the elevators recall to the 1st Floor, and the alternative recall level is the 2nd Floor.
   c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
      The elevators appear to comply with the Phase II Emergency In-Car Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor.
   d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.
      The call buttons in the elevators contact a location staffed 24 hours per day, 7 days per week.

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: (b) (6) [redacted] Date: July 5, 2016

Printed Name: Morgan J. Hurley, PE, FSFPE

Name of Firm: JENSEN HUGHES, Inc. Phone #: 301-220-1212

License Number: 026721

Stamp Here:

COMMONWEALTH OF VIRGINIA
MORGAN J. HURLEY
Lic. No. 026721
PROFESSIONAL ENGINEER

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: (b) (6) [redacted] Date: 1 June 2017

Printed Name: Andrea H. Nolan

Title: Authorized Signatory

Name of Firm: CSHV Lincoln Place, LLC

ATTACHMENT A

Figure 1 – North side of the building

Figure 2 – East side of the building

Figure 3 – South side of the building

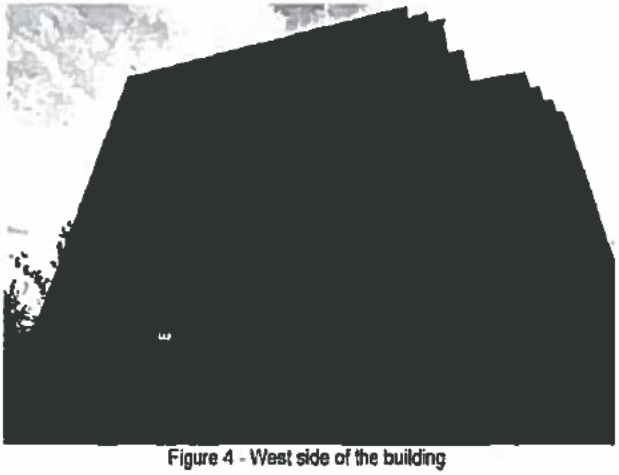


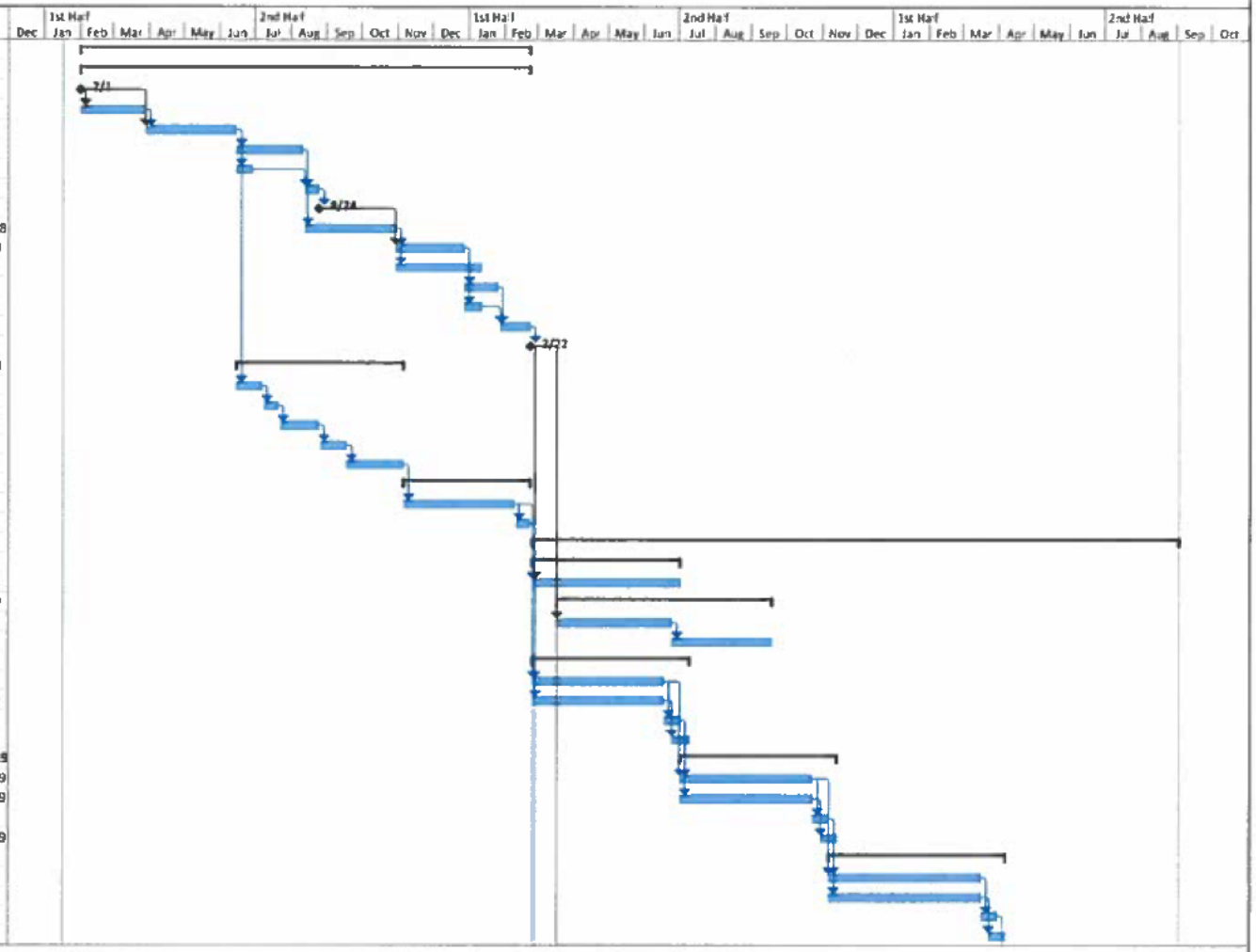
Figure 4 - West side of the building

Capital Improvement Plan List				
Item Number	Category	Government Comment / Deficiency	Commitment and Lease Requirement	Timing
1	Sidewalks / Pavers	Sidewalks are mostly level and surfaces are slip-resistant and free of obstructions. Locations with broken or missing pavers are hazardous. Freeze/thaw conditions cause heaving and damage by snow removal equipment. Side paths leading out from emergency egress doors on the side of the building are uneven, sloping and sunken below door thresholds and site drains causing a tripping hazard. Uneven pavers are a tripping hazard in egress paths from emergency exits in some locations.	Lessor is currently repairing and will finalize a wholistic plaza repair to correct uneven pavers and tripping hazards, improve landscaping, and reconfigure the parking in the Army Navy Drive surface lot to accommodate van parking.	Prior to Lease Commencement. Estimated early 2018.
2	Restrooms	Vertical grab bars provided in all accessible water closets except Floor 1 in each building and Floor 12 East in both men's and women's restrooms.	Lessor will correct and install vertical grab bars in base building restrooms and correct any additional accessibility deficiencies in compliance with ABAAS.	Prior to Lease Commencement.
3	Restrooms	Men's and Women's lavatory rooms shall have drain trap protectors.	Lessor will correct and install drain trap protectors in base building restrooms.	Prior to Lease Commencement.
4	Restrooms	Lavatories are under-mount porcelain china on stone vanity countertops and all are in GOOD condition. Some locations may exceed ADA height.	There are 2 floors where the vanity heights exceed ADA height and this will be corrected by the Lessor when additional improvements to the restrooms are made.	Prior to Lease Commencement.
5	Restrooms	Lavatory exposed piping (traps) are covered with insulated covers in most cases.	This will be corrected by the Lessor as during restroom improvements.	Prior to Lease Commencement.
6	Restrooms	Restrooms and electrical closets that were measured fell short of the 10 FC minimum.	Lessor will comply with Foot Candle minimums in the Lease in all shell restrooms and electrical closets.	Prior to Lease Commencement.
7	Drinking Fountains	Drinking fountain quantities may not be in compliance by a very small fraction and this shortage can be covered by providing a drinking water tap in a couple pantries.	Lessor will meet drinking fountain quantities, as required by the Lease, within the office areas that are not tenant specific areas as described in the Agency Special Requirements.	Prior to Lease Commencement and during tenant buildout.
8	Garage	Garage Ramps: B-1 ramps into elevator lobby greater than 6" rise shall have handrails and be sloped not greater than 1:12.	Lessor will correct accessibility issues per ABAAS, where necessary, within the scope of the on-going garage upgrades which include expansion joint repairs and a lighting renovation / retrofit to comply with the Lease requirements.	Prior to Lease Commencement. Estimated early 2018.
9	Garage	Need to repair / replace spot areas in the garage deck/beams, expansion joints.	Lessor will correct. Lessor has commenced wholistic garage upgrades which will include repairing expansion joints.	Prior to Lease Commencement. Estimated early 2018.
10	Garage / Plaza Waterproofing	Garage roof membrane is beyond expected useful life and not under warranty. Water infiltration from the plaza into the garage has been reported.	Waterproofing repairs under central plaza /garage roof membrane repair and replacement to occur with garage upgrades.	Prior to Lease Commencement. Currently underway. Estimated completion 2018.
11	Garage Lighting	The existing garage parking FC levels range from 1-35. Lighting levels and uniformity ratio are not in compliance with these requirements. Recommend the replacement of garage lighting and controls.	Lessor will correct lighting levels in the garage to conform with the Lease during the on-going garage improvement project.	Prior to Lease Commencement.
12	Garage Lighting	The existing parking areas are not equipped with sensors to accommodate Lease requirement. Recommend the addition of sensors/controls.	As part of the Capital Improvement Plan, Lessor will provide lighting renovations / retrofit throughout the garage per the Lease.	Prior to Lease Commencement.

Item Number	Category	Government Comment / Deficiency	Commitment and Lease Requirement	Timing
13	Lighting	Lighting Levels - The office areas do not meet the required uniformity ratio. Recommend new uniform lighting.	As part of the building renovation and phasing plan, Lessor will provide lighting renovations / retrofits in office areas undergoing tenant renovation and throughout the garage, per the Lease. Once completed, lighting levels and ratios will meet the Lease requirements.	Prior to Lease Commencement and during tenant buildout.
14	Lighting	A partial survey determined that the emergency lighting does not accurately cover the emergency egress path.	Lessor will correct and comply with all applicable local codes and the Fire Protection and Life Safety Evaluation.	Prior to Lease Commencement.
15	Lighting	Existing lighting controls are primarily manual with a limited portion of automated occupancy sensors for some area. The existing buildings lighting controls are not in compliance with this requirement. Recommend addition of new daylighting controls.	As part of the building renovation and phasing plan, Lessor will provide lighting renovations / retrofit in office areas undergoing tenant renovation per the Lease.	Prior to Lease Commencement and during tenant buildout.
16	Lighting	Existing lighting controls are primarily manual with a limited portion of automated occupancy sensors for some area. The existing buildings lighting controls are not in compliance with this requirement. Recommend addition of new lighting controls.	As part of the building renovation and phasing plan, Lessor will provide lighting renovations / retrofit in office areas undergoing tenant renovation per the Lease.	Prior to Lease Commencement and during tenant buildout.
17	Lighting	Exterior lights do not appear to be circuited to the emergency life safety bus.	Lessor will comply with Lease Section 3.45.I.	Prior to Lease Commencement.
18	Roofs	Half of the primary and secondary roof drain strainers are deteriorating or missing and should be replaced within 1 year.	Strainers will be replaced in the roof replacement, per the Capital Improvement Plan.	Prior to Lease Commencement. Estimated early 2018.
19	Roofs	The roofs are built-up bitumen and in FAIR condition, receiving annual inspection and quarterly visual performance inspection. Periodic leaks have been reported. Warranty has expired. Puddling occurs in many locations, flashing is damaged in some areas, some drain and vent covers are missing or damaged.	Lessor will install new roofs. The project will include the replacement of all drain covers and the repair or replacement of flashing.	Prior to Lease Commencement. Estimated early 2018.
19	Lobbies	Need to repair / replace spot areas at ground and typical floor lobby flooring and wall corners.	Lessor will correct all damaged flooring and enhance existing flooring in the lobbies ensuring all finishes are in new or like new condition, will renovate and enhance lighting in the lobbies, and will work in concert with the tenant and the tenant's security team to determine a lobby design that is compatible with the tenant's ultimate security requirements.	Prior to Lease Commencement and during tenant buildout.

DEA Preliminary Schedule

ID	Task Name	Duration	Start	Finish
1	**Preconstruction**	**270 days**	**Thu 2/1/18**	**Fri 2/22/19**
2	**TI Design**	**270 days**	**Thu 2/1/18**	**Fri 2/22/19**
3	Lease Execution	0 days	Thu 2/1/18	Thu 2/1/18
4	GSA POR Prep	40 days	Thu 2/1/18	Wed 3/28/18
5	OID Prep	55 days	Thu 3/29/18	Thu 6/14/18
6	GSA/Owner Review 1	40 days	Fri 6/15/18	Fri 8/10/18
7	Budget & Schedule Prep	10 days	Fri 6/15/18	Thu 6/28/18
8	DID Drawing Revisions	10 days	Mon 8/13/18	Fri 8/24/18
9	GSA/Owner DID Approval	0 days	Fri 8/24/18	Fri 8/24/18
10	CD Preparation	55 days	Mon 8/13/18	Mon 10/29/18
11	GSA/Owner CD Review	40 days	Tue 10/30/18	Thu 12/27/18
12	Permit Review	50 days	Tue 10/30/18	Fri 1/11/19
13	TI Price Proposal	20 days	Fri 12/28/18	Fri 1/25/19
14	BSAC Price Proposal	10 days	Fri 12/28/18	Fri 1/11/19
15	Negotiation & NTP of GC for TI	20 days	Mon 1/28/19	Fri 2/22/19
16	Award GC for TI	0 days	Fri 2/22/19	Fri 2/22/19
17	**Swing Space Design**	**100 days**	**Fri 6/15/18**	**Mon 11/5/18**
18	DID Prep	15 days	Fri 6/15/18	Fri 7/6/18
19	GSA DID Review/Approval	10 days	Mon 7/9/18	Fri 7/20/18
20	CD and Furniture Prep	25 days	Mon 7/23/18	Fri 8/24/18
21	GSA CD Review/Approval	15 days	Mon 8/27/18	Mon 9/17/18
22	Pre-Release Materials/Furniture	35 days	Tue 9/18/18	Mon 11/5/18
23	**Construction**	**75 days**	**Tue 11/6/18**	**Fri 2/22/19**
24	Swing Space Construction	65 days	Tue 11/6/18	Fri 2/8/19
25	Move 4 Floors (11,12 East / 11,12 West	10 days	Mon 2/11/19	Fri 2/22/19
26	**East Tower**	**390 days**	**Mon 2/25/19**	**Wed 9/2/20**
27	**East Tower Lobby**	**90 days**	**Mon 2/25/19**	**Mon 7/1/19**
28	Renovate East Tower Lobby	90 days	Mon 2/25/19	Mon 7/1/19
29	**East Tower Restrooms**	**130 days**	**Mon 3/18/19**	**Wed 9/18/19**
30	East Tower RR Even Flrs	70 days	Mon 3/18/19	Mon 6/24/19
31	East Tower RR Odd Flrs	60 days	Tue 6/25/19	Wed 9/18/19
32	**Phase 1**	**95 days**	**Mon 2/25/19**	**Tue 7/9/19**
33	floors 12, 11	80 days	Mon 2/25/19	Mon 6/17/19
34	2nd Floor in Place	80 days	Mon 2/25/19	Mon 6/17/19
35	FFE	10 days	Tue 6/18/19	Mon 7/1/19
36	Restack Floors 9,8	10 days	Tue 6/25/19	Tue 7/9/19
37	**Phase 2**	**95 days**	**Tue 7/2/19**	**Wed 11/13/19**
38	floors 9,8	80 days	Tue 7/2/19	Wed 10/23/19
39	10th Floor in Place	80 days	Tue 7/2/19	Wed 10/23/19
40	FFE	10 days	Thu 10/24/19	Wed 11/6/19
41	Restack Floors 5,7	10 days	Thu 10/31/19	Wed 11/13/19
42	**Phase 3**	**105 days**	**Thu 11/7/19**	**Mon 4/6/20**
43	Floors 5,7	90 days	Thu 11/7/19	Mon 3/16/20
44	6th Floor in Place	90 days	Thu 11/7/19	Mon 3/16/20
45	FFE	10 days	Tue 3/17/20	Mon 3/30/20
46	Restack Floors 3,4	10 days	Tue 3/24/20	Mon 4/6/20

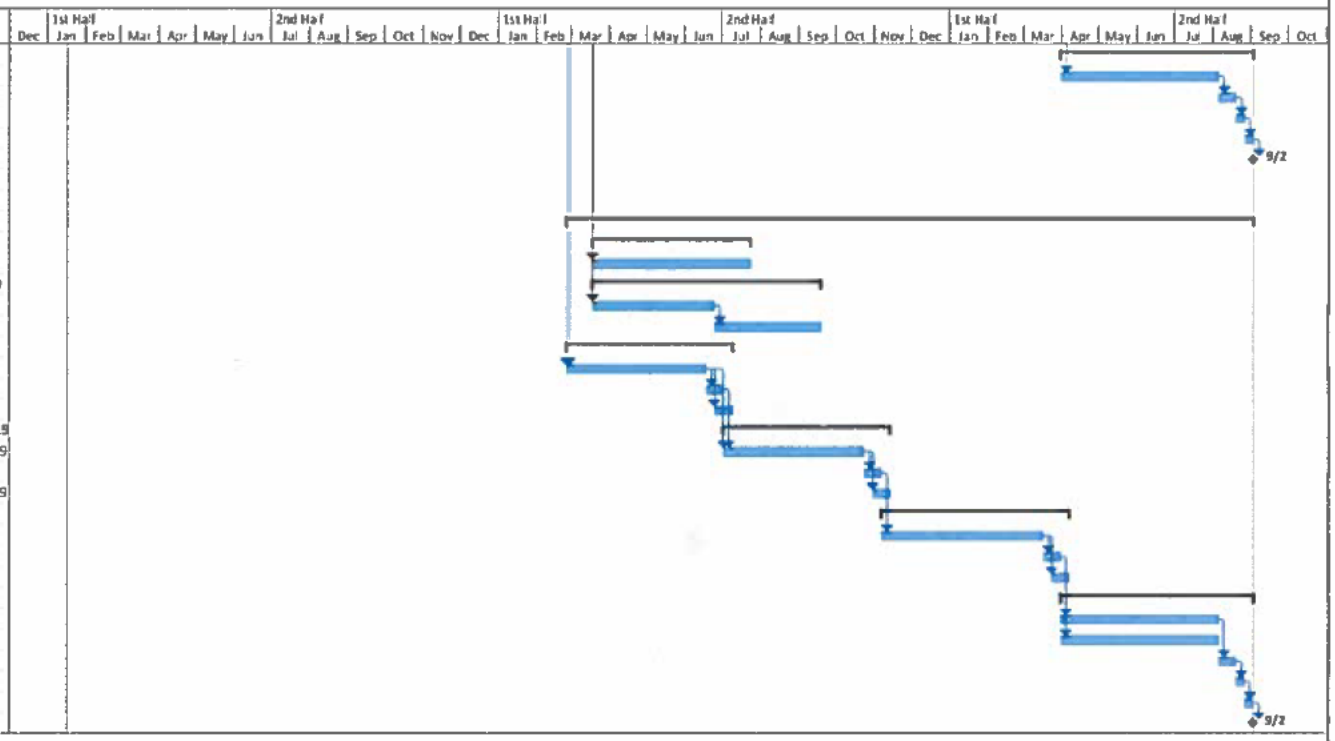


Project: Schedule with swing spac
Date: Wed 1/17/18

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration only		Finish only			

DEA Preliminary Schedule

ID	Task Name	Duration	Start	Finish
47	Phase 4	110 days	Tue 3/31/20	Wed 9/2/20
48	Floors 3,4	90 days	Tue 3/31/20	Wed 8/5/20
49	FFE	10 days	Thu 8/6/20	Wed 8/19/20
50	Final Inspections	5 days	Thu 8/20/20	Wed 8/26/20
51	Move In Swing Space	5 days	Thu 8/27/20	Wed 9/2/20
52	Project Completion	0 days	Wed 9/2/20	Wed 9/2/20
53				
54				
55	TI West Tower	390 days	Mon 2/25/19	Wed 9/2/20
56	West Tower Lobby	90 days	Mon 3/18/19	Tue 7/23/19
57	Renovate West Tower Lobby	90 days	Mon 3/18/19	Tue 7/23/19
58	West Tower Restrooms	130 days	Mon 3/18/19	Wed 9/18/19
59	West Tower RR Even Flrs	70 days	Mon 3/18/19	Mon 6/24/19
60	West Tower RR Odd Flrs	60 days	Tue 6/25/19	Wed 9/18/19
61	Phase 1	95 days	Mon 2/25/19	Tue 7/9/19
62	Floors 12, 11	80 days	Mon 2/25/19	Mon 6/17/19
63	FFE	10 days	Tue 6/18/19	Mon 7/1/19
64	Restack Floors 10,9,8	10 days	Tue 6/25/19	Tue 7/9/19
65	Phase 2	95 days	Tue 7/2/19	Wed 11/13/19
66	Floors 10, 9, 8	80 days	Tue 7/2/19	Wed 10/23/19
67	FFE	10 days	Thu 10/24/19	Wed 11/6/19
68	Restack Floors 6,5,4	10 days	Thu 10/31/19	Wed 11/13/19
69	Phase 3	105 days	Thu 11/7/19	Mon 4/6/20
70	Floors 6,5,4	90 days	Thu 11/7/19	Mon 3/16/20
71	FFE	10 days	Tue 3/17/20	Mon 3/30/20
72	Restack Floors 3,2	10 days	Tue 3/24/20	Mon 4/6/20
73	Phase 4	110 days	Tue 3/31/20	Wed 9/2/20
74	Floors 3,2	90 days	Tue 3/31/20	Wed 8/5/20
75	7th Floor in Place	90 days	Tue 3/31/20	Wed 8/5/20
76	FFE	10 days	Thu 8/6/20	Wed 8/19/20
77	Final Inspections	5 days	Thu 8/20/20	Wed 8/26/20
78	Move In Swing Space	5 days	Thu 8/27/20	Wed 9/2/20
79	Project Completion	0 days	Wed 9/2/20	Wed 9/2/20



Project: Schedule with swing spac
Date: Wed 1/17/18

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start only		Manual Progress	
Summary		Inactive Task		Duration only		Finish only			