This Lease is made and entered into between

Cayre Jemal's Nick LLC

(Lessor), whose principal place of business is 702 H Street, NW Suite 400, Washington, DC 20001-3875, 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 in two towers (the "Buildings") described herein, being all or a portion of the Property located at

60 New York Avenue, NE, Washington, DC 20002

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years Firm,

subject to termination and renewal rights, and purchase options as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights set forth in this Lease and its attachments, 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: CAYRE JEMAL'S NICK, LLC

By: J
Name:

(b) (6)

By:
Name: By: Joseph Cayre, Managing Member

FOR THE GOVERNMENT:

Kevin M. Terry

Name: Kevin Terry

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: September 30, 2021

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: Norman Jemal

Title: Principal

Date: 8/5/20

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.

LEASE NO. GS-11P-LDC00486

Global Lease
GSA FORM L100 (10/2016)

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FOR THE LESSOR: CAYRE JEMAL'S NICK, LLC

By: Jemal's Nick Holdings, LLC, Managing Member
Name: By: Douglas Jemal, Managing Member

By: Cayre Square 670 LLC, Managing Member
Name: By: Joseph Cayre, Managing Member
(b) (6)

WITNESSED FOR THE LESSOR BY: (b) (6)

As for Joe Cayre

Name: Shan Ng

Title: Assistant

Date: 8.3.20

FOR THE GOVERNMENT:

Kevin M. Terry

Name: Kevin Terry

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: September 30, 2021

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 (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **1,229,345** rentable square feet (RSF), yielding **1,083,423** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space comprising the entirety of floors 1-11 and the Penthouse level of two towers (the "Buildings"), as depicted on the floor plans attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **13.47** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (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: **10** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **10** shall be structured/inside non-stacked parking spaces and included in the rent, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property, but in no event will the Property have fewer than 564 parking spaces. Throughout the term of the Lease and any extension thereof, the Government shall have a continuous right to its pro-rata share of on-site monthly parking in the building, made available for benefit of and paid for by the Government's employees at an annual rate of $3,600 per unreserved space. Commencing on the first anniversary of the Lease, and every anniversary thereafter, the foregoing unreserved parking rates shall escalate at 3.0% per annum. Notwithstanding the foregoing, the **10** reserved spaces will be included in the calculation of tenant's total pro-rata share of parking for code compliance. There shall be no additional rental charge to the Government related to any element of the parking security requirements specified in Exhibit E – Facility Security Requirements – Facility Level IV. Additionally, Lessor shall have the right to operate the parking garage and the Government will allow the Lessor to make parking space permits available to the public, subject to the right of the Government to implement vehicle screening and other security measures as set forth in this Lease. Public parking patrons are considered to operate authorized vehicles, shall be considered authorized individuals and shall have pedestrian access to the garage. The Lessor shall have the right to hire a garage operator to run and maintain the garage. The Government recognizes that the garage operator may have employees in the garage during the hours that the garage is open to the public. The employees in the garage shall be subject to Government background checks. The Lessor shall have the right to install credit card readers at entrances to the garage.

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. Rooftop rights are included as part of the rental consideration. There shall be no additional charge to the Government for access, control, or use of the Building roof.

1.03 RENT AND OTHER CONSIDERATION (OCT 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]	(b) (4)
OPERATING COSTS[2]	
TENANT IMPROVEMENTS RENT[3]	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	
PARKING[5]	
TOTAL ANNUAL RENT	**$ 66,240,185.67**

(b) (4)

(b) (6)

(b) (4) [redacted]

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (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. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **1,083,423** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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 herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first **four (4)** months of the Lease. Therefore, the first **four (4)** months of the Lease shall be provided at no cost to the Government.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **Savills, 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 Lessor and Broker. Only (b) (4) [redacted] of the Commission will be payable to **Savills, 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 **5** Rental Payment (b) (4) [redacted] minus prorated Commission Credit (b) (4) [redacted] quals (b) (4) [redacted] justed **5th** Month's Rent.*

Month **6** Rental Payment [redacted] minus prorated Commission Credit [redacted] quals [redacted] justed **6th** Month's Rent.*

Month **7** Rental Payment [redacted] minus prorated Commission Credit [redacted] quals [redacted] justed **7th** Month's Rent.*

Month **8** Rental Payment [redacted] minus prorated Commission Credit [redacted] quals [redacted] justed **8th** Month's Rent.*

Month **9** Rental Payment [redacted] minus prorated Commission Credit [redacted] quals [redacted] justed **9th** Month's Rent.*

Month **10** Rental Paymer [redacted] minus prorated Commission Credit [redacted] equa [redacted] djusted **10th** Month's Rent.*

Month **11** Rental Paymer [redacted] minus prorated Commission Credit [redacted] equa [redacted] djusted **11th** Month's Rent.*

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

1.05 INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a firm term of **10 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS 16 – 25	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	(b) (4)	
TENANT IMPROVEMENT ALLOWANCE ($20.00/ABOASF)[1]		
OPERATING COSTS	OPERATING COST ADJUSTMENTS SHALL CONTINUE DURING THE OPTION TERM, CALCULATED IN ACCORDANCE WITH THE BASE ESTABLISHED IN SECTION 1.14 OF THE LEASE	

[1]Tenant Improvements of (b) (4) are amortized at a rate of **0** percent per annum over **10** years.

For the avoidance of doubt, the Renewal Rights include Section 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) as part of the rental consideration for the Option Term.

provided notice is given to the Lessor at least **365** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first **seven (7)** months of the Lease Renewal Term. Therefore, the first **seven (7)** months of the Lease Renewal Term shall be provided at no cost to the Government.

C. Exercise of the foregoing renewal option by the Government shall be subject to approval of a prospectus in accordance with 40 USC § 3307 and a determination that the resulting renewal term will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	24	A
PARKING PLAN(S)	2	B
Test Fit of SEC Special Spaces	1	C
Government Critical Power and Cooling Requirements	4	D
SECURITY REQUIREMENTS	14	E
GSA FORM 3517B GENERAL CLAUSES AND ADDENDUM	17	F
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1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4) 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. Additionally, should the Government exercise the lease renewal option in Section 1.06 above, the Lessor shall make available an additional (b) (4) SF to be used for TI's during the renewal option term. This amount is amortized in the rent over the Renewal Option 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. 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 decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. 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 decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, 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;
3 Negotiate an increase in the rent based upon a negotiated amortization rate for the additional TIA;

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following "not-to-exceed" rates shall apply for the initial build-out of the Space

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ($ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4) [redacted]
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	
GENERAL CONTRACTOR OVERHEAD AND PROFIT (% OF TI CONSTRUCTION COSTS)	
GENERAL CONDITIONS (% OF TI CONSTRUCTION COSTS)	

No other fees of any kind, no matter how denominated, shall be allowed or paid with respect to the construction of the Tenant Improvement, except as set forth above.

All Tenant Improvement work and services performed by Lessor or its representatives throughout the Lease term and any extension thereof, including Architectural and Engineering services 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 the Lessor for Lessor's Project Management Fee and General Contractor's Profit & Overhead, shall not exceed an aggregate total of 15%. Permits and General Conditions shall not be subject to any markup or fees, nor for Change Orders, 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 Project Management/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.

Lessor's Project Management Fees (performed by Douglas Development Corp.) are agreed to be (b) (4) [redacted] TI buildout and shall not be subject to a competitive bid process. Project Management Fees shall not exceed 6% during the term of the Lease in accordance with Section 2.03.

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (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 of **0** percent.

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. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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 based upon a negotiated amortization rate for the additional TIA;

(b) (6) [redacted]

GOVERNMENT: KT

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

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 **1,229,345** RSF by the total Building space of **1,229,345** RSF. The tax parcel numbers are **Square 0669: Lots 0853; and Square 0670, Lots 0032-0035, 0039-0048, 0071, and portions of 29-31, and 49.**

1.13 INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall (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 the entire or any portion of the Premises prior to expiration of the term of the Lease, and if the portion vacated is capable of being reasonably demised for the purpose of reducing operating expenses, the operating costs paid by the Government as part of the rent shall be reduced by (b) (4) [redacted] Space vacated if the Government vacates an entire floor. If the Government vacates a partial floor or if the Government has exercised its option in Section 6.02 of this lease for direct payment of electricity, the operating costs will be decreased by (b) (4) [redacted] Failure of the parties to notify and/or adjust the rate in a timely manner shall not be deemed a waiver of said right. The Government and Lessor shall make a good faith effort to establish a fair and reasonable adjustment retroactively.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage,"

- $**200** per hour per floor. The minimum charge is for one hour.

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

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

A. The base building design and construction shall meet or exceed the requirements of this GSA Form L100 without exception and, in addition, shall result in a quality of building architecture, building systems, construction, and finishes and a level of planning efficiency and flexibility in accordance with the narrative descriptions, specifications, renderings and elevations set forth in Exhibit J hereto. In the event of a conflict between this GSA Form L100 and Exhibit J, GSA Form L100 shall apply. Further, the development team for the base building shall consist Michelle Dandeneau and Andrew G. Jones of Jones Lang LaSalle, acting as Development Executives, and Brian Calis of Jones Lang LaSalle acting as Project Manager. The architectural firm of Gensler shall be the architect of record. The offeror shall not make any substitutions of the proposed development team, development project executive, or base building architect without the advanced written permission of the Government. Substitutions will only be permitted where the Lessor can demonstrate to the satisfaction of the Government that the proposed substitution has qualifications and experience equal to or greater than the team or individual being replaced.

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.

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **116965756**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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. Building(s) situated on the Property in which the Premises are located.

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. 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" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

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

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. 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.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

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

M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. 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.

O. Property. 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.

P. 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.

Q. 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.

R. 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.

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

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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 (OCT 2016)

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 a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("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, including but not limited to the not-to-exceed fee schedule in Section 1.09 of this Lease, with the Lessor's Project Management fee not to exceed 6%, 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 LCO, subject to the threshold limitation below. No additional fees of any kind, no matter how denominated, shall be allowed or paid with respect to the construction of the alterations, except as set forth in Section 1.09.

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.

2.04 WAIVER OF RESTORATION (OCT 2016)

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 (OCT 2016)

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. Any such change in ownership shall comply with Section 7.02 "Prohibited Party Control" clause of this Lease.

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.

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 be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence 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. .

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. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

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 stabilized value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, as well as the value of the Property's net operating income, 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. Consistent with the foregoing, in the case of new construction, to be deemed Fully Assessed, the assessment must be consistent with the methodology employed by the District of Columbia for fully assessing recently completed new construction projects as leased and income producing properties A partial or supplemental assessment, including any assessment prior to the assessment in which the taxing authority first settles on the stabilized valuation methodology applied to the completed Project, shall not constitute a Full Assessment for newly constructed projects or for projects under construction, conversion, or renovation.

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. If the Lessor initiates a tax appeal without the direction of the Government and the tax appeal is successful the savings to the Government will be net of the reasonable costs of the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)

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, and the vacated Premises is capable of being reasonably demised for the purpose of limiting operating expenses, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

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.

C. 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. Failure of the parties to notify and/or adjust the rate in a timely manner **shall not** be deemed a waiver of said right. The Government and Lessor shall make a good faith effort to establish a fair and reasonable adjustment retroactively.

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, electricity, 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 **10** 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 (OCT 2016)

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/?Q=BROWSEFAR.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
52.222-6 Construction Wage Rate Requirements
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 Construction Wage Rate Requirements and Related 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 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 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 re-furbished 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.

3.05 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.

3.06 WOOD PRODUCTS (OCT 2016)

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 Stewardship Council United States (HTTPS://US.FSC.ORG/EN-US), or the Sustainable Forestry Initiative (HTTP://WWW.SFIPROGRAM.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 HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/ or HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-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.

3.07 ADHESIVES AND SEALANTS (OCT 2016)

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 meet the South Coast Air Quality Management District standards for VOC limits for applicable product types [HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES] as well as 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.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

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.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

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.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator 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 elevator 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.

3.17 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.

3.18 FLAGPOLE (SEP 2013)

If the Government occupies at least 80% 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.

3.19 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.

3.20 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.

3.21 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 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction, unless higher ceiling heights are required within special use spaces identified within the POR.. 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.

3.22 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.

3.23 DOORS: IDENTIFICATION (APR 2011)

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

3.24 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.

3.25 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.

3.26 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.

3.27 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.

3.28 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.

3.29 PAINTING – SHELL (OCT 2017)

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 a primer that meets or is equivalent to the Green Seal GS-11 standard. 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.

3.30 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. Areas housing high density filing systems, server/communications rooms, and forensic labs shall have a minimum load capacity of 150 pounds per ABOASF. 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.

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances, lobbies, and elevator lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, and primary interior corridors shall be high-grade carpet (with underlayment), 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.

3.32 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.

3.33 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

3.34 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. The Lessor shall ensure that electrical outlets and associated wiring are concealed by a method acceptable to the Contracting Officer. Raceways and outlets shall be concealed except when surface-mounting is approved by the Contracting Officer.

D. All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electrical service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent a voltage drop exceeding 3 percent at the farthest receptacle.

E. Lessor shall provide transient voltage and power surge protection for the Facility, in accordance with NFPA 70 and NFPA 780 recommendations

F Electrical equipment rooms shall not be located under plumbing drains, water, or sprinkler mains

G. All electrical equipment shall be located at a distance from communication and data equipment to avoid electro-magnetic interference, in accordance with equipment manufacturer recommendations

H. A UL listed lighting protection system shall be installed in accordance with NFPA 78 and critical electrical equipment shall be equipped with appropriate surge protection. Critical electrical equipment shall include all fire/ life safety equipment, and building infrastructure equipment and controls serving all 24hr / 7 day per week functioning support and special spaces.

I. 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.

3.35 INTENTIONALLY DELETED

3.36 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.

3.37 DRINKING FOUNTAINS (OCT 2016)

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. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

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 NUMBER OF EACH GENDER 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 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. 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.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures 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/.

3.40 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.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

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 the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

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

3.42 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.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government requires the presence of a minimum of two separate telecommunications providers that can provide type 1 service. 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 Government requires the presence of a Distributed Antenna System (DAS). 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.

E. The Government requires the presence of a cable TV provider.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

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: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. 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 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

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 or primarily occupied by the Government, 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.

3.45 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.

3.46 INTENTIONALLY DELETED

3.47 INTENTIONALLY DELETED

3.48 INTENTIONALLY DELETED

3.49 INTENTIONALLY DELETED

3.50 INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

A. The Lessor shall provide to the Government safety data sheets (SDS) 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. 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.

D. 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.

E. 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.

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 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.

3.53 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.

3.54 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.

3.55 INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

Within 30 working days following execution of this Lease, the parties shall meet, confer, and develop a mutually acceptable project schedule for the design, construction, and delivery of both the base building and tenant improvements. Except as otherwise mutually agreed by the parties, such project schedule shall be consistent with the terms and the timeframes set forth in this GSA Form L100 and shall provide for a total duration of 1,060 working days from lease award. Once the parties have agreed upon a mutually acceptable project schedule, it shall be incorporated into the Lease by a Lease Amendment and shall take precedence over any time period set forth in this Lease.

A. POR VALIDATION: As part of the shell cost, within **TBD** working days of Lease Award, the Lessor shall validate the Micro POR and complete a schematic blocking/stacking plan acceptable to the Government. Program changes and refinements to the Micro POR may be necessary during this time period.

B. 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 provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. 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 will deliver DID's in four (4) phases before receiving full approval on the 100% complete drawings. Lessor's DID's shall be due to the Government at a 30% completion stage within **45 working days** of completion of the POR validation. Lessor's 60% completion stage DID's shall be due within **45 working days** of receiving the Government's comments on the 30% complete drawings. Lessor's 90% completion stage DID's shall be due within **45 working days** of receiving the Government's comments on the 60% complete drawings. Lessor's 100% complete DID's shall be due within **30 working days** of receiving the Government's comments on the 90% completion stage drawings. 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 which clearly delineates costs of shell items and tenant improvement items. This budget proposal shall be completed, as part of the shell cost, within **25** Working Days of the Government's request.

C. 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.
6. Typical floor Ceiling plan and proposed light fixtures for Offices

D. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **45** Working Days following submission of the 30% DIDs conforming to the requirements of this Lease as supplied by the Government, and not later than **30** Working Days for the 60%, 90%, and 100% DID completion stages. 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.

E. 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 in four (4) phases following the approval of DIDs. Lessor's CD's shall be due to the Government at a 30% completion stage within **40 working days** of receiving the Government's approval on the 100% DID's. Lessor's 60% completion stage CD's shall be due within **40 working days** of receiving the Government's comments on the 30% complete CD's. Lessor's 90% completion stage CD's shall be due within **30 working days** of receiving the Government's comments on the 60% complete CD's. Lessor's 100% complete CD's shall be due within **30 working days** of receiving the Government's comments on the 90% completion stage drawings. 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 **15** 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).

F. Government review of CDs: The Government shall have **30** Working Days for each of the CD completion stages mentioned above (30%, 60%, 90%, and 100%) 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.

G. 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 **30** Working Days following the end of each Government CD review period.

H. 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 **30** Working Days following the end of the Government CD review period.

I. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **40** 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.

J. 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 not later than **330** Working days following issuance of NTP. If Lease requirements are being satisfied through the construction of a new building(s), all work required to prepare the Premises as required in this Lease ready for use not later than **1,060** Working days following Lease Award.

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. Any work shown on the construction documents that is building shell shall be clearly identified as such. The Lessor's Architect, at Lessor cost, shall prepare a separate set of drawings detailing shell work that is required for completion of the space. Therefore, the Lessor's architect is responsible for preparing two sets of drawings; one set for the tenant improvement work, and one set for shell work. 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 (OCT 2016)

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 below) 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 four (4) 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 sole discretion of the LCO, as an alternative, a minimum of four (4) 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. Additionally, Lessor shall ensure that a U.S. based subcontractor be responsible for the interior construction of up to 1,200 ABOASF of secured space, using only qualified United States citizens for construction. The Government reserves the sole right to approve or reject the proposed contractors for this secured space. All pricing is subject to Government approval.

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 (OCT 2017)

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. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

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 Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" 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. 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 **15** 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 for each phase (if any) of delivery. The Government will require early access to portions of the space to allow for the Government and its contractors to complete the installation of telephone/data lines, audio visual, security, furniture and equipment ("Government Furnished Property and Improvements"). Within **10** 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 **10** 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, including but not limited to systems furniture, pre-wiring and securing rooms containing IT equipment, and similar type 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, or each phase (if any) 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 for that phase, a Certificate of Occupancy (C of O) or Temporary Certificate of Occupancy (TCO) 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. The systems furniture must be installed prior to substantial completion, and such installation shall not extend the construction schedule. All of the finish components of the systems furniture need not be in place but all the frames and electrical feeds, must be complete and pass inspection. 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 or TCO, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or TCOs for phased delivery 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 increment of the Space to be delivered and the 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)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, 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 **40** 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)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages $**175,205** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 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 (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements shall be deemed to be TI costs.

5.02 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.

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, typically 6" above ceiling grid 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 (OCT 2017)

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, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria

C. The Lessor shall 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 (OCT 2017)

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. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

2. 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.

3. 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.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. 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.

5. 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.

6. 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 and operational 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.

D. Duplex floor or wall outlets shall be installed on the basis of a maximum of 8 outlets per 20-amp circuit. Computer receptacles shall be installed on the basis of a maximum of 4 outlets per 20-amp circuit. Dedicated duplex outlets shall be installed on the basis of a maximum of 2 outlets per 20-amp circuit.

E. All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electrical service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent a voltage drop exceeding 3 percent at the farthest receptacle.

F. The Lessor shall provide separate electrical power meters for the Government designated OIT data center.

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.

The Government will provide its own telecommunication service in the space to be leased. If the Government selects its own vendor to install data cabling, the Lessor shall be obligated to coordinate with the Government's vendors to allow for such installation of cabling and equipment during the construction period. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication 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 deadlocking latch bolt with a minimum throw of 1 inch. Telephone and data equipment shall be housed in closets separate from electric closets and transformers. All telephone installations shall comply with latest EIA/TIA 568-569.

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 J Hooks to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays or J Hooks 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. Systems furniture utilized by the Government has raceways and 8 wire feeds as part of the panels. Lessor will be requied to provide hardwire connection of feed. 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.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs

(b) (6) [redacted]

GOVERNMENT: KT

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 **7:00 AM to 7:00** PM, Monday through Friday, and **8:00 AM to 1:00 PM** on Saturdays with the exception of Federal holidays. Services, maintenance, and utilities 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.

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)

A. The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

B. The Lessor shall provide, as part of the Shell, direct meter(s) for the Government's premises. Parking garages, retail, and office and other spaces leased by other third parties shall be on meters separate and apart from the meter(s) serving the Government's premises, and these areas shall not be included in the "actual cost per rentable square foot for electricity" as used in calculating the deduction from the rent above. In addition, Lessor shall retain copies of electric utility service bills and provide this information to the Government at its request.

C. The Government shall have the option, in its sole discretion, at any time during the Lease, with sixty (60) days' notice, to take responsibility for the direct purchase of electricity and the selection of electricity supplier. Rental adjustment shall be effective as of the date of service transfer of the electric utility service from the Lessor's to the Government's account.

1. In the event that the Government exercises the option for direct purchase of electricity, it will deduct from the annual rent the greater of either (1) $3,022,512.00 or $ 2.45863 /rsf (the electricity cost incorporated on lines 11 and 18 of Form 1217), as escalated by CPI from the end of the first year of occupancy until the date the Government exercises the option, or (2) the actual cost per rentable square foot of electricity during the immediately preceding twelve months.

2. If the Government exercises its option prior to occupancy or during the first year of full occupancy, then the rental deduction shall be $ $3,022,512.00 or $ 2.45863 /rsf (the electricity cost incorporated on lines 11 and 18 of Form 1217), until such time as the actual cost per rentable square foot of electricity during the first twelve months of full occupancy by the Government of the demised premises is confirmed. Once the actual costs are established, should said actual costs exceed $3,022,512.00 or $ 2.45863 /rsf (the electricity cost incorporated on lines 11 and 18 of Form 1217), then a further reduction in annual rent will be made retroactively after the first year of full occupancy.

3. In addition to the rent adjustment, the operating cost base subject to adjustment per Section 2.09 shall also be reduced by $3,022,512.00 or $ 2.45863 /rsf (the electricity cost incorporated on lines 11 and 18 of Form 1217) and all accumulated CPI adjustments shall be proportionally reduced.

4. The Government's exercise of its option to directly purchase electricity will not diminish in any way the Lessor's repair, maintenance, replacement, or other obligations with respect to any and all equipment directly or indirectly related to the building's electrical equipment.

5. If the Government exercises its option, then the Overtime Rates described in Section 1.16 shall no longer apply as of the date the Government takes responsibility for the direct purchase of electricity.

6.03 INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

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 in the Environmental Protection Agency (EPA) Portfolio Manager online tool HTTPS://WWW.ENERGYSTAR.GOV/. 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 (OCT 2016)

A In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction and shall not fall outside of the range of 72°F and 76°F during normal hours of operation. 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 HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

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

G. All rooms shown in Exhibit D of the Premises require cooling at all times (24 hrs a day, 365 days a year), BTU per hour, temperature and humidity to be maintained within each room is shown within Exhibit D of this Lease. BTU per hour are clarified in Exhibit D. Lessor shall be responsible for maintaining temperature range and relative humidity of these rooms, regardless of outside temperature or seasonal changes, in accordance with specifications found in Exhibit D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

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 (OCT 2016)

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 Safer Choice 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. The Government will be responsible for the cost of maintaining equipment installed at the Government's direction as TIs or non-shell related BSAC.

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.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

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.

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 and base coving in the Space every 7-1/2 years, including at the beginning of the renewal term if exercised, 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.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. 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 M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum 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.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. 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 accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. 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 to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements

J. 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 (OCT 2016)

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, HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM

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 (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm2; mold (see paragraph entitled "Mold"); CO 9 ppm; CO2 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of 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 safety data sheets (SDS) 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 SDS 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 (OCT 2016)

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: HTTPS://WWW.EPA.GOV/RADON .

6.24 INTENTIONALLY DELETED

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 (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

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.

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 (OCT 2016)

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 Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level 4 attached to this Lease in Exhibit E.

7.02 PROHIBITED PARTY CONTROL CLAUSE

A. The Space will be the Headquarters of the Securities and Exchange Commission (SEC). The SEC is a primary regulator of the securities industry. It is important that any Headquarters Lease for the SEC avoid even the appearance of a conflict of interest between the SEC's regulatory responsibilities and its role as a tenant. Ownership may wish to include entities registered with the SEC under the Federal securities laws (a "Prohibited Party," as defined below) in their corporate structure, capital structures, or both, such as participation as a lender or equity participant in the Lessor's corporate structure or capital structure. Such participation may be allowed provided that no Prohibited Party, individually or in combination with other Prohibited Parties, exercises management control over the Lease. The determination of acceptable corporate and capital structures is within the sole discretion of the Lease Contracting Officer and SEC, and documented to the satisfaction of the LCO.

As used herein, the term "Prohibited Party" shall mean a "broker", "dealer", "underwriter", "person associated with a broker dealer", "associated person of a broker or dealer", "investment company", "Government securities broker", "Government securities dealer", "securities exchange", "investment adviser", "securities information processor", "transfer agent", "clearing agency", "municipal securities dealer", "municipal securities broker", "municipal advisor", "self-regulatory organizations", "nationally recognized statistical rating agency", "registered public accounting firm", "security-based swap dealer", "major security-based swap participant", or "security-based swap execution facility", as such terms are used and defined under Federal securities laws.

"Management control over the Lease" is presumed if a Prohibited Party (or parties) has more than a 49% beneficial interest in Lessor, or makes or controls, or has authority to make or control, decisions concerning management and administration of the Lease. Decisions concerning management and administration of the Lease include, but are not limited to, decisions regarding any aspect of administration of the Lease (day to day or otherwise) including Lease extensions, terminations, tax matters (such as assessments, pass-throughs, appeals and adjustments), operating costs, lease interpretations, litigation, adjustment and claim decisions, and all other matters concerning the relationship between a Lessor and tenant.
Any rights a Prohibited Party (or parties) may have to succeed to a role in which the Prohibited Party (or parties) may have management control over the Lease shall be limited to instances of material default by the Lessor, Lessor's manager or managing partner, or other such entity with management control over the Lease. In case of any such succession, the Prohibited Party shall promptly effect substitution of a new Lessor, Lease manager or managing partner, as approved by the LCO, who shall not be a Prohibited Party, and whose management of the Lease shall be independent of the Prohibited Party. In the event of such succession and the Prohibited Party does not promptly effect substitution of a new Lessor, Lease manager or managing partner, the LCO shall have the right to substitute a Lessor, Lease Manager or managing partner who is independent of the Prohibited Party. The substitute designated by the LCO shall continue to exercise all of the rights of the Lessor, Lease manager or managing partner, as the case may be, until such time as the LCO determines that the Prohibited Party no longer has management control over the Lease.

7.03 GOVERNMENT PURCHASE OPTIONS

The Government shall have, at no additional cost, the freely and fully assignable options to purchase the Property (including the land, building, and the improvements thereon), *at the expiration of the initial Lease* Term and at the expiration of the Renewal Term for the following purchase price in accordance with the terms set forth herein:

Purchase Price: $598,014,875.25 (After initial Lease Term)

Purchase Price: $615,004,423.15 (After Renewal Option Term)

For purposes of this Section 7.03, the term "Property" includes the entirety of any building, improvements thereon and land, in which the Government occupies any part of the building pursuant to this Lease.

1. No less than 36 months prior to the expiration of the initial Lease Term, and again no less than 36 months prior to the expiration of the Renewal Option Term, the Lessor is required to give the Government written notice of these options to purchase, and the Government or its assignee shall have until the end of the Lease Term or Lease Renewal Term to exercise such purchase options. The Government or its assignee shall provide written notice of its intent to purchase within 365 days of expiration of the Lease, or within 365 days of expiration of the Renewal Term.

2. In the event that the Government or its assignee elects to exercise its right to purchase the property, said purchase shall be effective on the day following the expiration of the Initial Term or the Renewal Term described above.

3. The Government or its assignee shall conduct, and the Lessor shall cooperate with, at a minimum, the following studies:

a. Technical inspection of the building and the building systems to ensure that the building meets, or can be made to meet, the then-current local codes and ordinances, and Federal Government specifications.

b. Inspection of the premises, legal review of all other leases, and financial capabilities of all other tenants, both commercial and retail, including parking and other concessions, in the building. Lessor must provide copies of leases and other information requested by the Government or its assignee.

c. Title report for the property.

d. Physical metes and bounds survey of the property.

4. Settlement: The Government or its assignee and Lessor will coordinate and prepare all necessary requirements to prepare an appropriate settlement and transfer. The Government or its assignee shall be responsible for all settlement costs normally borne by the Buyer and the Seller shall be responsible for those costs which are normally borne by the Seller.

5. Title: Title must be good and marketable, clear and free of material defects. Outstanding rights, liens, or claims that might adversely affect or possibly defeat the government's title or cause losses to the United States must be eliminated by the Lessor at Lessor's sole cost and expense, unless waived by the Government or its assignee, in the Government's or its assignee sole discretion. Title must be conveyed by a general warranty deed. The Government shall provide, at its sole discretion and expense, title verification or review.

6. Payment: The Government or its assignee shall make a one-time lump-sum payment of the purchase price.

7. Utilities: Any utility charges associated with the property will be prorated as of the date of transfer.

8. Real Estate Taxes: Real Estate Taxes associated with the property will be prorated as of the date of transfer.

9. Contract Services: Any contract services provided by the seller, for purposes of operation, maintenance, etc., shall be cancelable as of the date of transfer.

10. Non-Government Leases: Any leases other than to the Government or its assignee, if applicable, should be cancelable as of the date of transfer. In the event that any leases terminate after transfer, the Government reserves the right to negotiate an adjustment to the purchase price based on remaining terms, including any renewal periods of the leases.

7.04 DELAY

With respect to General Clause 10(a)(4), the Lessor and the Government agree that if the Lessor is prevented from timely delivery of the space and that delay is directly attributed to a declared epidemic, pandemic, or quarantine restrictions, then the delay is excused. The Lessor shall notify the LCO, in writing, as soon as reasonably possible after the commencement of any excusable delay setting forth the full particulars in connection therewith and shall remedy such occurrence with all reasonable dispatch,. The Lessor shall, as soon as reasonably practicable under the circumstances, provide a new schedule that extends the impacted schedule by no more than the number of days of excusable delay, showing where any such delay could be mitigated, if possible. The LCO's approval of such schedule shall not be unreasonably withheld. The Lessor shall promptly give written notice to the Contracting Officer of the cessation of such excusable delay.

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

[redacted]

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

	Floor Data	Building Data	Campus Data
GBA	89,655	1,155,275	1,601,175
GMA	88,914	1,144,742	1,585,701
UA	71,261	766,028	1,083,423
RA	78,292	849,668	1,229,345
R/U	1.0987	1.1063	1.1347

Based on BOMA 96

1st Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

(b) (6)

GOV'T KT

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	90,923	1,155,275	1,601,175
GMA	88,912	1,144,742	1,585,701
UA	72,039	768,028	1,093,423
RA	79,532	849,868	1,229,345
R/U	1.1040	1.1063	1.1247

Based on BOMA 96

2nd Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

(b) (6)

[redacted]

GOV'T KT

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

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	90,323	1,155,275	1,601,175
GMA	88,912	1,144,742	1,585,701
UA	72,039	768,038	1,083,421
RA	79,533	849,668	1,229,345
RU	1.1040	1.1063	1.1317

Based on BOMA 96

3rd Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

(b) (6)

GOV'T KT

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,701
UA	69,222	768,028	1,083,423
RA	76,677	849,668	1,229,345
RU	1.1077	1.1063	1.1347

Based on BOMA 96

4th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

(b) (6)

[redacted]

GOV'T KT

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

[redacted]

Unit Charge Type	Color
Usable Incurred	
Floor Commons	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,701
UA	69,272	768,028	1,083,423
RA	76,677	849,668	1,229,345
R/U	1.1077	1.1063	1.1347

Based on BOMA 96

(b) (6)

[redacted]

OV'T KT

5th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type	Color
Usable included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	80,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,791
UA	69,222	768,028	1,083,423
RA	76,677	849,668	1,229,345
R/U	1.1077	1.1063	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T KT

6th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

0 10 20 40

13 Block 669-670 Douglas Development : 2018-08-30

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,701
UA	69,222	768,028	1,083,423
RA	78,677	849,668	1,223,345
R/U	1.1077	1.1063	1.1317

Based on BOMA 96

(b) (6)

[redacted]

OV'T KT

7th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,661,175
GMA	86,037	1,144,742	1,585,701
UA	69,222	768,028	1,083,423
RA	76,677	849,668	1,229,345
R/U	1.1077	1.1063	1.1347

Based on BOMA 96

8th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

(b) (6)

LE[redacted]GOV'T KT

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,701
UA	69,222	768,028	1,083,423
RA	78,677	849,664	1,229,345
R/U	1.1077	1.1063	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T KT

9th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	86,343	1,155,275	1,601,175
GMA	86,037	1,144,742	1,585,701
UA	69,222	768,028	1,083,423
RA	76,677	849,668	1,229,345
R/U	1.1077	1.1063	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T KT

10th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type			Color
Usable Included			
Floor Common			
Major Vertical Penetration			

	Floor Data	Building Data	Campus Data
GBA	83,777	1,155,275	1,601,175
GMA	83,469	1,144,742	1,585,701
UA	67,341	769,029	1,063,423
RA	74,769	849,868	1,229,345
R/U	1.1103	1.1063	1.1347

Based on BOMA 96

(b) (6)

L[redacted]GOV'T KT

11th Floor

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type		Color
Usable Included		
Building Common		
Major Vertical Penetration		

	Floor Data	Building Data	Campus Data
GBA	11,024	1,155,275	1,601,175
GMA	10,324	1,144,742	1,585,701
UA	792	769,028	1,083,423
RA	803	849,868	1,229,345
R/U	1.0140	1.1063	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T_KT

Penthouse

Square 669
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

(b) (6)

[redacted]

GOV'T KT

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

	Floor Data	Building Data	Campus Data
GBA	32,380	445,900	1,601,175
GMA	31,782	440,959	1,585,701
UA	22,419	315,395	1,083,423
RA	26,403	379,677	1,229,345
R/U	1.1777	1.2038	1.1347

Based on BOMA 96

1st Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	32,085	445,950	1,601,175
GMA	31,781	440,959	1,585,701
UA	25,585	315,395	1,083,423
RA	32,500	379,677	1,229,345
R/U	1.2179	1.2038	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T KT

2nd Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

Unit Charge Type		Color
Usable Included		
Floor Common		
Major Vertical Penetration		

	Floor Data	Building Data	Campus Data
GBA	32,066	445,900	1,601,175
GMA	31,781	440,859	1,585,701
UA	26,685	315,395	1,083,423
RA	32,500	379,877	1,229,345
R/U	1.2179	1.2038	1.1347

Based on BOMA 96

(b) (6)

[redacted]

GOV'T KT

3rd Floor

Square 670
New York Ave NW
Washington, DC 20006

6/30/2018

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

[redacted]

(b) (6)

GOV'T KT

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,815	445,900	1,601,175
GMA	34,709	440,959	1,585,701
UA	29,614	315,395	1,083,423
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

4th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

(b) (6)

[redacted]

GOV'T KT

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,709	440,959	1,585,701
UA	29,614	315 395	1,083,423
RA	35,689	379,677	1,229,345
R/U	1 2045	1 2038	1.1347

Based on BOMA 96

5th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

0 10 20 40

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

[redacted]

b) (6)

GOV'T KT

Unit Charge Type			Color
Usable Included			
Floor Common			
Major Vertical Penetration			

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,709	440,959	1,565,701
UA	29,614	315,395	1,083,423
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

6th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

b) (6)

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,703	440,959	1,585,701
UA	29,614	315,395	1,083,423
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

7th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

29 Block 669-670 Douglas Development 2019-08-30

GOV'T KT

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

[redacted]

(b) (6)

[redacted]

GOV'T KT

Unit Change Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,709	440,959	1,585,701
UA	29,514	315,395	1,083,423
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

8th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

b) (6)

GOV'T KT

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,709	440,959	1,585,701
UA	29,614	315,395	1,083,422
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

9th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

(b) (6)

[redacted]

OV'T KT

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	34,915	445,900	1,601,175
GMA	34,709	440,959	1,585,701
UA	29,614	315,395	1,083,423
RA	35,669	379,677	1,229,345
R/U	1.2045	1.2038	1.1347

Based on BOMA 96

10th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

(b) (6)

[redacted]

GOV'T KT

Unit Charge Type	Color
Usable Included	
Floor Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	32,313	445,900	1,601,175
GMA	32,141	440,959	1,585,201
UA	27,045	315,395	1,063,423
RA	32,890	379,677	1,229,345
R/U	1.2161	1.2038	1.1347

Based on BOMA 96

11th Floor

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

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

[redacted]

(b) (6)

[redacted]

SOV'T KT

Unit Charge Type	Color
Usable Included	
Building Common	
Major Vertical Penetration	

	Floor Data	Building Data	Campus Data
GBA	11,161	445,900	1,001,175
GMA	10,741	440,950	1,585,701
UA	5,265	315,395	1,083,423
RA	5,698	379,677	1,229,345
R/U	1.0823	1.2038	1.1347

Based on BOMA 96

Penthouse

Square 670
New York Ave NW
Washington, DC 20006

8/30/2018

0 10 20 40

FT

33 Block 669 670 Douglas Development 2018-08-3

EXHIBIT B - PARKING

[redacted]

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

[redacted]

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

0 7 13 25 50

DOUGLAS DEVELOPMENT

Gensler

SEC Square 669 & 670

P2 LEVEL PLAN

LESSOR [redacted] (b) (6) GOV'T KT

06/04/20

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

(6)

EXHIBIT D

U.S. Securities and Exchange Commission

Office of Information Technology

HEADQUARTERS OPERATIONAL REQUIREMENTS FOR CRITICAL POWER AND COOLING

Background – U.S. Securities and Exchange Commission Office of Information Technology is required to maintain critical platforms and services to support all data and computer activities associated with, as well as prevent the loss of data in all investigations and enforcement actions, and provide execution capability and 24 hour support of, security operations, data center operations and monitoring, network, and communications. To meet this directive, OIT requires a robust power and cooling infrastructure and building support services. This document provides the general power and cooling requirements at the SEC Headquarters location in order to provide guidance in development of an overall program of requirements for building operational services.

Scope - Headquarters Site

This document outlines the general and specific requirements of the Office of Information Technology critical power and cooling to key building support infrastructure. For the limited purpose of this document, building support infrastructure required for key OIT spaces is defined as:

1. Uninterruptible Power Systems (UPS)
2. Generator Backup Power, Control, and management systems
3. Critical Cooling (HVAC) systems

Exclusions –

This document does not include branch circuit detail locations or panel schedules

This document does not include physical security or monitoring requirements of OIT spaces

General Requirements - Uninterruptible Power Systems shall be provided in at least N + 1 configuration to provide the agency a sufficient level of redundancy. UPS systems shall be provided and maintained with at least 2 hours of total "on-battery" runtime in N+1 configuration.

Precision cooling shall be provided in at least N configuration at all OIT spaces provisioned for the maximum design loads as defined by OIT. Temperature controlled exhaust fans supply air during cooling maintenance.

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All critical cooling equipment controls, timers and building management must be provided on UPS power.

All critical cooling equipment associated with motor load and heat rejection must be provisioned to operate on backup generator power. UPS input shall be on backup generator power.

Backup generators shall be configured to support onsite load with a minimum 28 hours of fuel to support full load. Automatic transfer switching shall be configured to carry full loads within 21 seconds of generator start. Generators and all associated control mechanisms will be exercised and maintained per the manufacturer recommendations.

Specific Locations - SEC OIT requires the following specific locations be provided with critical power and cooling

- OIT Specialized Space w/Critical Power-Cool
  - Development Labs (Engineering, PPE, QCTC)
  - OIT Security Operations Center (SOC)
  - SEC Enterprise Operations Center (NOC)
  - LAN Closets (typically 1 per floor unless the cable runs exceed 300 feet or if the number of user connections exceeds ~192)
  - OIT Server Room
  - Audio/Video Control Room
  - Main Telephone Rooms
- Other SEC Specialized Space w/Critical Power-Cool
  - Enforcement, Trading and Markets - Market Watch Rooms
  - Physical Security Command Center
  - Support Operations Secure Room
  - Enforcement Forensics Lab
  - OIG Digital Investigative Forensic Unit Lab
  - Closed Commission Hearing Room

Critical Power

The U.S. Securities and Exchange Commission Office of Information Technology has engineered electrical backup UPS power from centralized UPS systems wherever possible. This provides the agency the ability to support high design loads with redundancy, growth to support new technologies, and lower costs of ownership over the life span of the equipment and lease. It also decreases heat load, space and battery system accommodations in the closets and server rooms.

Overall Design Load = **UPS = 900KVA** *1

Overall Design Load = **Backup Generator = 900KVA** *2

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*1 NOTE 1 : UPS Design Load above does NOT account for the electrical load associated with general office space, comfort systems, or building automation and control systems

*2 NOTE 2 : Generator Design Load above does NOT account for the electrical load associated with heat rejection systems (HVAC, Condensers, Chillers, Pumps)

Note 3: With the exception of the A/V control rooms and LAN closets, all rooms exceed 500 sq. feet.

Building SEC OIT Space - CRITICAL POWER and COOLING

Location	Typical Square Footage	UPS Power	Generator Power	Critical HVAC	Maximum Design Load
OIT Specialized Space w/Critical Power-Cooling					
Telephone/Demarc Room (1)	800	Yes	Yes	Yes	29 KW
Telephone/Demarc Room (2)	800	Yes	Yes	Yes	12 KW
Digital Antenna System (DAS)	400	Yes	Yes	Yes	7KW
A/V Control Rooms (Auditorium)	150	Yes	Yes	Yes	7 KW
A/V Control Rooms (MPR)	150	Yes	Yes	Yes	7 KW
A/V Control Rooms (CCHR)	150	Yes	Yes	Yes	7 KW
UPS Room (Batteries)	1000		Yes	Yes	20KW
UPS Room (Equipment)	700		Yes	Yes	70KW
UPS Room (SP3 Backup)	150		Yes	Yes	30KW
LAN Closets (typical)	80	Yes	Yes	Yes	10 KW
PPE LAB	1000	Yes	Yes	Yes	7 KW
QCTC LAB	1200	Yes	Yes	Yes	7 KW
Enterprise Operations Center (NOC)	650	Yes	Yes	Yes	25 KW
Security Operations Center (SOC)	550	Yes	Yes	Yes	25 KW
Prod/Engr Data Center	3800	Yes	Yes	Yes	280 KW
Electric Room (PDUs, Panels, Equip)	500		Yes	Yes	26 KW
A/V Project Room	650	Yes	Yes	Yes	40KW
Other SEC Specialized Space w/Critical Power-Cooling					
Market Watch (TM)	500	Yes	Yes	Yes	25KW
Market Watch (ENF)	815	Yes	Yes	Yes	25KW
Executive Suite		Yes	Yes	Yes	7 KW
Closed Commission Hearing Room	3525	Yes	Yes	Yes	9 KW
Enforcement Forensics Lab (s)	8000	Yes	Yes	Yes	140 KW
OIG Investigative Forensic Unit Lab	1200	Yes	Yes	Yes	12 KW
Secure Room	500	Yes	Yes	Yes	5 KW
Guards Command Center (s)	500	Yes	Yes	Yes	26KW

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EXHIBIT E

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.

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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	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

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LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

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.

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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 2016)

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.

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. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 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.

19. 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.

20. 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

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 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.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

25. 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.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(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***
_____	_____
_____	_____

(*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 the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 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.

28. 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.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. 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.

38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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.

39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $750,000 total contract value.)

This clause is incorporated by reference.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

47. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

33. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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.

Addendum to GSA Form 3517B, General Clauses

No Federally Elected Officials to Benefit

(a) No person holding a Federally-elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.

(b) The foregoing prohibition shall not apply if the Lease is entered into with a publicly-held corporation or publicly-held entity for the general benefit of such corporation or entity.

(c) Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.

(d) In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:

1. moving and other physical relocation costs,
2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
3. replication of tenant build-out costs at replacement premises,
4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.

(e) Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.

(f) Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.

INITIALS: (b) (6) [redacted] & KT

GOVERNMENT

EXHIBIT G

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION

Foreign Ownership and Financing Representation (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number 5DC0392	Dated 1/25/2019

Complete appropriate boxes, sign the form, and return to LCO.
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.

FOREIGN OWNERSHIP AND FINANCING (APR 2018)

(a) Offeror represents that the ownership of the offered Building

[ ] has a foreign person, foreign-owned entity, or foreign government involved in the ownership structure.

If checked, enter country: _____

[✓] does not have a foreign person, foreign-owned entity, or foreign government involved in the ownership structure

(b) Offeror represents that the financing of the offered Premises, including, but not limited to, construction and permanent loans:

[ ] has a foreign person, foreign-owned entity, or foreign government involved in the financing structure

If checked, enter country: _____

[✓] does not have a foreign person, foreign-owned entity, or foreign government involved in the financing structure.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Cayre Jemal's Gateway LLC 702 H Street NW, Suite 400 Washington, DC 20001 (b) (6) [redacted] Signature	202-638-6300 1/25/2019 Date

INITIALS: (b) (6) [redacted] & KT

GOVERNMENT

EXHIBIT H

CAYRE JEMAL'S NICK LLC

SMALL BUSINESS SUBCONTRACTING PLAN (MODEL)

I. IDENTIFICATION DATA:

Address: 60 New York Avenue, NE, Washington, DC 20004

Date Prepared: April 16, 2020_

Description of Supplies/Services: As related to management/ownership and rental of commercial real estate
Request for Lease Proposal Number: 4DC0392

Lease Number: GS-11P-LDC_____

Insert dates below for the lease duration, if known (or insert N/A if the lease does not include specified option period).

Firm Term Period:
Firm Term: 15 years_____
Non-Firm Term: _____
Option: 10 years_____

Total Estimated Lease Value - $_____
(Provide separate estimate for firm term, non-firm term and any option:
Firm Term $993,692,785.05_____
Non-Firm Term: $_____
Option Period : $448,836,135.40 (includes operating expenses from 1364)___
_____

III. GOALS:

FAR 52.219-9(d) states that the subcontracting plan shall include:
(1) goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns as subcontractors
(2) A statement of total dollars planned to be subcontracted for an individual contract plan.

(3) FAR 19.704(a)(1) requires separate percentage goals for using small business (including Alaskan Native Corporations (ANCs) and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns as subcontractors; and *(3) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.*

(b) (6)

LES[redacted]GOV'T KT

Individual plans will reflect contract-specific goals and shall contain separate statements and goals for the firm term and separately for the non-firm term. Note that dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages.

EACH CONTRACTOR IS EXPECTED TO OFFER THE MAXIMUM PRACTICABLE OPPORTUNITIES TO EACH TYPE OF SMALL BUSINESS CONCERN CONSISTENT WITH THEIR GOOD FAITH EFFORTS AND SUPPORTED BY THEIR REPORTS AND RECORDS.

COMPLETE FORMAT BELOW:
Note that a separate part is required for the firm term and non-firm term, if any, and total, if both.

CAYRE JEMAL'S NICK LLC provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Initial Tenant Improvements and BSAC before rent commencement:

Firm Term (expressed in dollars and percentages of the total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)[1]		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

Total Services for 15 years

Firm Term (expressed in dollars and percentages of total dollars planned to be subcontracted) **Years X – X**		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. Large Businesses (Other than Small)		

[1] Items 4 through 8 stand on their own. They do not equate to the small business total. Refer to "How to do the math" tips.

(b) (6)

LESSOR [redacted] GOV'T KT

3. **All Small Businesses** (including ANCs & Indian tribes)	(b) (4)
4. **Veteran-Owned Small Businesses (VOSB)**	
5. **Service-Disabled Veteran-Owned Small Businesses (SDVOSB)**	
6. **HUBZone Small Business (HUBZone)**	
7. **Small Disadvantaged Businesses (SDB)** (including ANCs & Indian tribes)	
8. **Women-Owned Small Businesses (WOSB)**	

If applicable (for each option):
Tenant Improvements Applicable to the Option Term:

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. **Total Dollars to be Subcontracted** ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. **Large Businesses** (Other than Small)		
3. **All Small Businesses** (including ANCs & Indian tribes)		
4. **Veteran-Owned Small Businesses (VOSB)**		
5. **Service-Disabled Veteran-Owned Small Businesses (SDVOSB)**		
6. **HUBZone Small Business (HUBZone)**		
7. **Small Disadvantaged Businesses (SDB)** (including ANCs & Indian tribes)		
8. **Women-Owned Small Businesses (WOSB)**		

Total Services for the Option Term (10 Years)

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. **Total Dollars to be Subcontracted** ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. **Large Businesses** (Other than Small)		
3. **All Small Businesses** (including ANCs & Indian tribes)		
4. **Veteran-Owned Small Businesses (VOSB)**		
5. **Service-Disabled Veteran-Owned Small Businesses (SDVOSB)**		
6. **HUBZone Small Business (HUBZone)**		

(b) (6)

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7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	(b) (4)
8. Women-Owned Small Businesses (WOSB)	

Total (Firm term + Non-firm Term + Option(s)):
Total Tenant Improvements and BSAC (Firm Term + Option Term)

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

Total Services (Firm Term + Option Term)

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted ***(2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)***	(b) (4)	
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

B. FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and *an identification of types planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.* ***Check all that apply below, ensuring that at least one item is indicated for each column.***

If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources, or access the

Dynamic Small Business Search database at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm. You may also post solicitations for small business opportunities on SBA's SUB-Net at https://eweb1.sba.gov/subnet/search/index.cfm .

The principal types of supplies and/or services that CAYRE JEMAL'S NICK LLC anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size
Construction

Supplies/Services [Insert individual trades as appropriate (e.g. Plumbing, Drywall, etc.)]	**Large**	**Small**	**VOSB**	**SDVOSB**	**HUBZone**	**SDB**	**WOSB**
Drywall		X					
Millwork		X				X	
Painting		X			X		X
Doors		X		X			
Sprinklers		X	X				
Sprinklers Inspection		X				X	

Business Category or Size
Recurring Services

Supplies/Services *[Insert as appropriate (e.g. Janitorial, Landscaping, etc.]*	**Large**	**Small**	**VOSB**	**SDVOSB**	**HUBZone**	**SDB**	**WOSB**
Cleaning	X	X			X		X
Landscaping		X					X
Security		X	X				
Fire Life Safety		X			X		
Snow Removal		X		X			
Repair and Maintenance Contracts	X	X	X	X		X	
Trash Removal		X			X		

Business Category or Size
Other Subcontracted Supplies and/or Services

Supplies/Services	**Large**	**Small**	**VOSB**	**SDVOSB**	**HUBZone**	**SDB**	**WOSB**

ATTACH ADDITIONAL SHEETS IF NECESSARY (OR REMOVE LINES IF NOT NEEDED)

C. FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e.

based on historical data and experience, market research, etc.); and provide justification for any low goal(s).

CAYRE JEMAL'S NICK LLC used the following method to develop the subcontracting goals:

1) The subcontracting goals were based on previous experience with administration of Small Business Subcontracting Plans. Areas to be subcontracted were based on standard GSA subcontracting plan requirements and previous transaction experience. All small business concerns capabilities were determined from the ownership's contracts with minority and small business trade associations which include but are not limited to contacts with business development organizations; attendance at small and minority business procurements and trade fairs as necessary.

D. FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source list. ***Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.***

CAYRE JEMAL'S NICK LLC identifies potential subcontractors using the following source lists and organizations:

- System for Award Management (SAM) Database: CAYRE JEMAL'S NICK LLC will utilize the CCR database and Dynamic Small Business Search feature with SAM to source potential SBC's. This system provides over 500,000 SBC's, and is a procurement gateway to contracting with SBC's.
- Internet Resources:
  - www.nafeo.org
  - www.vetbiz.gov
  - www.acq.osd.mil/sadbu
  - www.sellingtoarmy.com
  - www.nmsdcus.org
  - www.va.gov/OSDBU
  - www.capitalreps.com
  - www.sba.gov/businessop
  - www.ntia.doc.gov
  - eweb1.sba.gov/hubzone
  - www.gmu.eud/gmu/PTAP
  - www.wbenc.org
- Dun and Bradstreet Reports

GSA Office of Small Business Utilization

E. FAR 19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

NOTE: indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the contractor's organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g. facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc).

Indirect costs _____HAVE BEEN (or) __X__HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

_____

_____

IV. PROGRAM ADMINISTRATOR:

FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number, fax number and/or email address), in case of questions and provide an alternate point of contact if applicable.

Name: _Shahla Motamedi_____

Title/Position: _____

Address: _702 H Street, NW, Suite 400_____

City/State/Zip Code: _Washington, DC, 20001_____

Telephone number: _202.638.6300 x 159_____

Fax number: _____

Email Address: _smotamedi@douglasdev.com_____

Alternate POC with contact information:

_____

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

(b) (6)

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1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.

8. Ensure periodic rotation of potential subcontractors on bidders' lists.

9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns

11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

13. Oversee the establishment and maintenance of contract and subcontract award records.

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14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, as necessary, etc.

15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.

16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.

17. Develop and maintain an incentive program for buyers that support the subcontracting program.

18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.

19. Prepare and submit timely reports as outlined in Section VII.

20. Coordinate the company's activities during compliance reviews by Federal agencies.

IF YOUR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE:

21. Additional Duties:

_____

_____

V. EQUITABLE OPPORTUNITY:

FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

CAYRE JEMAL'S NICK LLC will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: (*please indicate which of the following apply or adapt list to fit your company's efforts*)

A. Outreach efforts to obtain sources:
_X_ Contacting minority and small business trade associations as necessary
_X_ Contacting business development organizations as necessary
_X_ Requesting sources from the Dynamic Small Business Search, which integrated data from the SBA PRO-Net database
_X_ Attending small and minority business trade fairs and procurement conferences as necessary

B. Internal efforts to guide and encourage purchasing personnel:
_X_ Presenting workshops, seminars and training programs as necessary
_X_ Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
_X_ Monitoring activities to evaluate compliance with the subcontracting plan

C. Other Additional efforts: (*Please describe below.*)

_____

_____

VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and *that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of this clause (see 19.708(b)).*

CAYRE JEMAL'S NICK LLC agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of $700,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

VII. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS[2]

CAYRE JEMAL'S NICK LLC agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts in accordance with FAR 52.219-9.

VIII. REPORTING AND COOPERATION:

FAR 19.704(a)(10) and clause 52.219-9(d)(10) require assurances that the offeror will do the following:

CAYRE JEMAL'S NICK LLC agrees to:
(10)(i) Cooperate in any studies or surveys as may be required;
(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

[2] As required by the FAR per Federal Acquisition Circular (FAC) 2005-89.

(iii) Submit the SF 294 (Individual Subcontract Report)** to the LCO, and the Summary Subcontract Report (SSR) ** using the Electronic Subcontracting Reporting System (eSRS) (*http://www.esrs.gov*), following the instructions in the eSRS;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 to the LCO and/or the SSR** using the eSRS;

(v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	Date Due	Submit Report to:
10/01--03/31	SF294	04/30	LCO
04/01--09/30	SF294	10/30	LCO
10/01--09/30	SSR	10/30	eSRS

*****THE SF 294s are submitted until further notice in lieu of the ISRs. File the SSRs in the government-wide eSRS required in FAR clause 52.219-9.***

IX. RECORDKEEPING:

FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them.

CAYRE JEMAL'S NICK LLC will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.,* SAM), guides, and other data that identify *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

2. Organizations contacted in an attempt to locate sources that are *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating:

(A) Whether small business concerns were solicited and, if not, why not;
(B) Whether veteran-owned small business concerns were solicited and, if not, why not;
(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not,
why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and, if not, why not;
(F) Whether women-owned small business concerns were solicited and, if not, why not; and
(G) If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact
(A) Trade associations;
(B) Business development organizations;
(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and
women-owned small business sources; and
(D) Veterans service organizations.

5. Records of internal guidance and encouragement provided to buyers through
(A) Workshops, seminars, training, etc.; and
(B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. ***Contractors having commercial plans need not comply with this requirement.***

7. Other records to support your compliance with the subcontracting plan: (*Please describe below.*)

_____

_____

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X. STATUTORY REQUIREMENTS (*Found at FAR 19.702*)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- See 19.702(a)(1) for requirements that are imposed in negotiated acquisitions, and (a)(2) for requirements that are imposed in sealed bidding acquisitions.
- As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in **material breach of its contract**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages (see 19.702(c) and 19.705-7).

XI. ADDITIONAL ASSURANCES[3]:

1. [CAYRE JEMAL'S NICK LLC will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.[4]
2. CAYRE JEMAL'S NICK LLC will provide the Lease Contracting Officer with a written explanation if the lessor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Lease Contracting Officer within 30 days of contract completion.

---

[3] Effective November 1, 2016 by FAC 2005-89

[4] Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—
(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontract plan, to furnish certain supplies or perform a portion of the subcontract; or
(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

3. CAYRE JEMAL'S NICK LLC will not prohibit a subcontractor from discussing with the Lease Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

4. CAYRE JEMAL'S NICK LLC assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if CAYRE JEMAL'S NICK LLC pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).[5]

XII. DESCRIPTION OF GOOD FAITH EFFORT *(Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)*

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

CAYRE JEMAL'S NICK LLC will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

- Assist small business, veteran-owned small business, service-disabled veteran owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- Counsel and discuss subcontracting opportunities with representatives of small businesses.

The above requirements will be negotiated with the Lease Contracting Officer prior to approval. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

SIGNATURE REQUIRED: *Plan must be **signed** and **dated** by a company official.*

This subcontracting [redacted] ED by:

Signature: _____

Typed Name: __Norman Jemal_____

[5] Effective January, 2017 per FAC 2005-94

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Company Title: CAYRE JEMAL'S NICK LLC

Date Signed: 4-20-20

Government Lease Contracting Officer APPROVAL:

Signature:

Printed Name:

Agency:

Date Signed:

(b) (6)

LES [redacted] GOV'T KT

EXHIBIT I

DOL WAGE DETERMINATION

"General Decision Number: DC20190002 07/26/2019

Superseded General Decision Number: DC20180002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	02/08/2019
3	03/22/2019
4	04/05/2019
5	05/03/2019
6	05/10/2019
7	05/24/2019
8	06/14/2019
9	06/28/2019
10	07/19/2019
11	07/26/2019

ASBE0024-007 04/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 36.53	16.42+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 10/01/2017

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER	$ 22.81	7.34+a

Includes preparation, wetting, stripping, removal, scrapping,

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vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 10/01/2017

	Rates	Fringes
FIRESTOPPER.....	$ 28.01	7.78+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/28/2019

	Rates	Fringes
BRICKLAYER.....	$ 32.00	11.57

CARP0197-011 05/01/2019

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	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet	$ 29.00	12.71

CARP0219-001 05/01/2019

	Rates	Fringes
MILLWRIGHT	$ 35.99	11.23

CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN	$ 30.94	11.45

ELEC0026-016 11/05/2018

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls	$ 45.75	18.27

ELEC0026-017 09/03/2018

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems)	$ 28.05	10.91

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

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WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 45.53	33.705+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-011 06/01/2017

	Rates	Fringes
IRONWORKER	$ 31.15	20.63

LABO0011-009 06/01/2019

	Rates	Fringes
LABORER: Skilled	$ 25.05	8.52

FOOTNOTE: Potmen, power tool operator, small machine

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operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper,demolition.

MARB0002-004 04/28/2019

	Rates	Fringes
MARBLE/STONE MASON.....	$ 38.81	18.29

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/28/2019

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	$ 29.12	12.27

MARB0003-007 04/28/2019

	Rates	Fringes
TERRAZZO FINISHER.....	$ 24.10	11.24

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MARB0003-008 04/28/2019

	Rates	Fringes
TILE SETTER	$ 29.12	12.27

MARB0003-009 04/28/2019

	Rates	Fringes
TILE FINISHER	$ 24.10	11.24

PAIN0051-014 06/01/2018

	Rates	Fringes
GLAZIER		
Glazing Contracts $2 million and under	$ 26.07	12.15
Glazing Contracts over $2 million	$ 30.31	12.15

PAIN0051-015 06/01/2018

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher	$ 25.06	9.76

PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER	$ 29.53	6.80

PLAS0891-006 02/01/2019

	Rates	Fringes

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CEMENT MASON/CONCRETE FINISHER...$ 28.45 11.28

PLAS0891-007 08/01/2016

	Rates	Fringes
FIREPROOFER		
Handler	$ 16.50	4.89
Mixer/Pump	$ 18.50	4.89
Sprayer	$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2018

	Rates	Fringes
PLUMBER	$ 42.92	18.15+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation	$ 41.64	21.57+a

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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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* ROOF0030-016 07/01/2019

	Rates	Fringes
ROOFER	$ 30.25	13.24

SFDC0669-002 04/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 35.60	20.24

SHEE0100-015 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 40.27	20.34+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General	$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete	$ 15.40	2.85

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LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

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violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

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interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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EXHIBIT J

Design Narrative

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Project Narrative

Project Objective

A new, modern, ground up high-rise development for the future home of the U.S. Securities and Exchange Commissions located in Washington DC.

Site / Location

The project site is located between New York Ave. to the North and P street to the South and North Capitol Street to the West. The existing site is currently used as a surface parking lot and can be immediately available for the preparation for the future development without the need for any extensive demolition of any existing structures.

Building and Structure

Massing Concept

The Building massing consists of three office bars grouped in a "J" configuration with a central Atrium at the center of the project. This grouping provides two connected office bars to the North of O Street and a single bar on the South fronting New York avenue.

The massing composes a two-story base and a semi-recessed floor at the third level "the Reveal". The remainder of the office floors 4 through 11 have a unique and distinguishable façade design that works extremely well with the interior layout.

Floor Plans

We believe well designed workplaces create more efficient and innovative work environments therefore we based our design of this development on that fundamental principal.

Lower level of office bars one and two are adjacent to the lower floors of the office bar three and the projects courtyard and main entry creating a campus atmosphere. The typical building floor plate maximizes the glazed perimeter providing ample daylight to all work place environments in the project.

Cores

Each office bar will be provided with a state of the art core components from Elevators, Restrooms, Electrical/Telecomm and Fire alarm systems. The placement of the cores provides easy access and proximity to all vertical circulations and other facilities used by building occupants.

Roof

Each office bar will be provided with a penthouse structure enclosing mechanical yards and mechanical units. **A large roof terrace is provided for staff use along the south portion of the roof with vast views of the Washington DC skyline.** The roof will also provide approximately 20% of Green space to accommodate the 20% GAR requirements.

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Project Narrative

Building Envelope

The building will be enclosed with an energy efficient and modern façade comprised of both high-efficient insulated glass units to provide maximum daylighting while reducing the required building cooling loads and opaque surface to increase the building envelope thermal values.

All the glass associated with the building envelope shall be provided with a film and or laminated glass to meet the projects security requirements.

The Building access and first impressions

The building has a sense of place but with the two-story expression at the base the building is respectful to its neighboring communities. The design has several thoughtful notches in the façade to reduce scale but also provide interesting views from the interior space. Color was used to express certain aspects of the façade to provide scale and interest.

The approach to the building on foot will bring the users or guest through an activated plaza lined with activities, including seating and landscaping along with future retail. This treatment establishes a welcoming moment before reaching the front door of the facility. The plaza is situated in the center of the development to provide a more pedestrian friendly front door to the complex but still allows easy access for commuting to the site.

As mentioned the building entrance and all associated security check points will be at the ground floor of the Atrium. The Atrium will be clad with a glass wall system on all 4 vertical sides. A vast skylight spanning the entire footprint of the atrium will provide daylight and visual connection to the outside and allow for light to penetrate into the interior of the office bars one and two.

Building Characteristics

The design follows the highly influential government document "Guiding Principles for Federal Architecture," that calls for facilities to "reflect the dignity, enterprise, vigor, and stability of the Federal Government, emphasizing designs that embody the finest contemporary architectural thought; therefore, avoiding any official style." The design team believes it is of the upmost importance that a building that is to house Federal Employees conveys the significance and dignity of their Agency, while still delivering a healthy and dynamic working environment.

Gensler, a world prominent architect firm has made a specialty out of design excellence and directly contributing to some of the most iconic office structures that create our Nation's urban skylines. The design vision that Gensler has for the SEC is similar to a sky scraper's vertical efficiencies laying on its side. Entering through the newly constructed secured lobby and open atrium space will be an unparalleled experience for tenants and their guests. Modern, high-speed elevators in each of the building's two secured cores provide access to the office floors.

Through the use of high-performance techniques and materials, The Securities and Exchange Headquarters will be transformed into a light-filled, glass building commensurate with other newly completed class A office buildings. This new architectural envelope delivers not only a distinctive landmark, but also provides a highly day-lit, comfortable workplace. From the approach on New York Avenue, the 11-story light-filled atrium gives the new SEC Headquarters an undeniable presence and window into the central atrium. The atrium will serve as the vibrant center for interaction for the SEC community and incorporate the SEC's conferencing center, which will have a similar presence like The New York Times headquarters in New York City.

Project Narrative

Overview

The offering at Financial Plaza at Washington Gateway contemplates the design and new construction of 1,274,000 RSF of two buildings with typical floor plates of 79,000 RSF and 35,000 RSF, respectively of prime office space. Situated on approximately 4 secured acres that are three blocks from the Metro at NOMA, the Securities and Exchange Commission (SEC) will be the sole federal occupant for this Level IV project and the developer, if required by the SEC, has additional FAR that would accommodate additional expansion. The newly constructed SEC campus is located at the northeast intersection of North Capitol Street and New York Avenue. and is within a half mile to Metro as well as close proximity to Union Station.

The Main Building(s) is U-shaped around an internal atrium that provides large flexible typical floor plates of approximately 79,000 RSF that is ideal for SEC's departments occupying the building. Whereas the SEC's present office structures at the narrowest width is 120 feet wide, the width of this newly designed headquarters will be 90 feet. In fact, nowhere on the proposed floorplates will be any further than 90' from a window and, in most cases, no further than 30' to 60'. This will mitigate the dark interior offices of the existing SEC headquarters. The Main Building's first floor, which will have finished ceilings as required by the RLP, has 15'-6" slab to slab and provides maximum flexibility in creating theater style auditoriums, training facilities, cafeterias, and high-density storage among other special use. The Southern Wing, totaling over 380,000 RSF over 11 stories and an approximate 13,000 RSF penthouse, will provide dramatic views down North Capitol Street towards the US Capitol.

From and ingress/egress perspective in and out of the City, the location doesn't require 15 minutes to get out of NOMA and on to a main thoroughfare, it provides immediate access to and from New York Avenue, Florida Avenue, I-395, and North Capitol Street.

Program of Building Shell Construction

The building shell will be newly constructed to meet all of the Level IV requirements required by the RLP and POR. Given the sensitive nature of the anticipated user and high-level importance for adhering to security, the ownership, in consultation with Gensler (its architect), has selected Thornton Tomasetti to ensure that the building meets all necessary design and structural blast thresholds required by the RLP Building Standards. Thornton Tomasetti is a world leader in structural, specifically blast, engineering. Thornton Tomasetti has a commitment to quality engineering and client sensitive solutions that equate to a major driving force behind their respective corporate cultures.

The new glazing required to meet those requirements will also provide an enhanced thermal performance of the building through the specification of a highly energy efficient product.

The newly constructed SEC Headquarters will provide all new toilet room cores with centralized mechanical shafts and electrical service. The bathrooms on a typical floor shall reflect those required by new construction to and for the fixture count for both men and women to include GSA's required fixture count per the RLP. All restrooms shall have finished reflecting a Class A office, at or above the standards of the RLP. All toilet rooms will comply with the requirements of the Architectural Barriers Act Accessibility Standards (ABAAS) and Americans with Disability Act Accessibility (ADA) Guidelines.

The newly constructed stairs in all of the wings will be constructed to support an Accessory Assembly use located on any floor. The newly designed and constructed cores will be wider than required by local building code to maximize both the vertical and horizontal communication and interaction to support the consolidation of the SEC's various departments.

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Project Narrative

The building's lobby will be planned such that no access can be gained to the building and/or elevators without first passing through a security screening area. All the ISC security requirements for leased buildings can be achieved in the facility. The building lobby is of sufficient size to accommodate the Government's screening requirements; e.g., reception/guard desk, screening equipment, queuing areas, etc.

All elevators will comply with the most current edition of ASME A17.1/CSA B44 and will incorporate first class corporate finishes. The high-speed 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). Then newly designed and constructed elevator cores and elevators were selected to enhance the building's configuration to minimize adjacent travel times to reflect those that would be incorporated into a similar design-build. Elevators will comply with the requirements of the Architectural Barriers Act Accessibility Standards and the Americans with Disability Act Accessibility Guidelines.

Core Configuration and Design

All floor common/mechanical spaces, e.g., electrical, mechanical and data rooms connect vertically and are evenly distributed throughout the entire core. Again, this will minimize connectivity distances and provide maximum flexibility in supporting the SEC's sensitive infrastructure network.

Egress and Circulation

The core and exit stair configurations support an office intensive configuration that will accommodate the required number of individual offices (versus having shared offices) as shown in the Test Fit maximizing adjacent interaction and provide a superior and efficient layout. The individual offices all will have access to direct sunlight versus the large internal shared offices at SEC's present location. These individual offices, either on the window line with glass glazing or internal with glass glazing will reflect those of right-sized law firms in the District and enhance the SEC's ability to recruit from top notch universities and law schools.

Each office floor will be served by exit stairs of sufficient capacity and flexibility to accommodate and support a primary Accessory Assembly use such as conference rooms. These stairs may also be used as inter-connecting stairs to further enhance maximum interaction.

The locations of exit stairs will meet or exceed code requirements in the architect's desire to minimize common path traveling distances (less than100 feet) and travel distance to an exit (300 feet). Exit stairs are located to facilitate the most direct and secured circulation between departments within the floor plate, and between the various levels of the buildings.

Interior Layout

The Usable sf requirement can be successfully and efficiently accommodated in the building campus at Financial Plaza at Washington Gateway. Pursuant to the enclosed test-fit, all functional aspects of a typical departmental layout will provide maximum design flexibility in accommodating the SEC's mission specific occupancy needs.

The Test Fit diagram provided herein incorporates all typical major and minor elements including; open plan workspace areas, enclosed offices, support space such as reception, conference rooms, work rooms, pantries, employee lounges, coat closets, etc. Support spaces are organized into groupings of similar functions, and are organized uniformly around and throughout the entire floor plate.

Interior Finishes

The interior fit-out of the building will be provided in accordance with a level of quality and finishes required by the RLP. Finishes will be specified to support LEED certification including the use of recycled and regional materials. All material performance specifications will be in alignment with the performance criteria in the Solicitation.

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Project Narrative

Service and Delivery - Loading Docks, Freight Elevators

The weather protected loading docks will be easily accessible from the street and 25 feet from any critical systems, including emergency generators. The configuration lends itself to an ideal access controlled and monitored entry. The loading dock offers three dock spaces centrally located and accessible to all wings of the building and the freight elevator. The respective loading docks will be 4' high with levelers for each loading bay. Adjoining the loading docks will be a area for screening materials as well as a centralized area for trash, recycling and delivery staging. Separate from the garage area, the loading docks will be designed and constructed to accommodate a truck with a minimum length of 38 feet.

Security

Site Perimeter

Financial Plaza at Washington Gateway is uniquely located in the direct center of a 4 acre campus and would be economically unfeasible for a private developer to duplicate in the central business district.

The controlled perimeter is designed to channel vehicles to the designated site entry points and the Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and critical areas from penetration by a 4,700-pound vehicle traveling at 35 miles per hour. Adjacent to the property is a private access road that will allow the SEC the flexibility to screen individual vehicles in a controlled manner that will not hinder or endanger the transportation flow for private residents and commuters.

Entry control points utilize drop-arm gates with the option of electronic and/or manned screening to allow authorized personnel and vehicle entry only.

Building Lobby Security Design and Integration

The newly designed and constructed main building lobby located at the Main Building will be enhanced by an 11-story atrium and become the secure point of building entry. Gensler was integrally involved with the establishment of the GSA First Impressions program and therefore has a deep familiarity and vested interest in the goals of the program. The entry sequence and lobby of the project will be designed to make a dignified first impression.

The Main Lobby will be accessed by visitors, guests and staff arriving from various forms of public and private transportation, including the Metrorail. The lobby space provides exceptional flexibility to create secured screening areas to ensure an orderly and recognizable flow so that no access can be gained to the building and/ or elevators without first passing through a security screening area.

The lobby has the capability to successfully integrate all security elements into a tasteful and comfortable composition. All of the ISC security requirements for leased buildings can be achieved in the facility. The building lobby is of sufficient size and configuration to accommodate the Government's screening requirements; e.g., reception/guard desk, screening equipment, queuing areas and the like.

Two additional employee entrances with access controlled entry will be located conveniently to the controlled employee parking areas and Metro around the balance of the Masterplan.

Civil

Overview

The zoning for Squares 669/670 is D-5, providing for a permitted height, not including penthouse of 130 feet. As a matter of right, Douglas Development can build to a 6.5 FAR. The site is located in a Transfer Development

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Rights receiving area and Douglas Development already owns the available credits to develop to a 10 FAR as a matter of right.

In accordance with the RLP, no parking will be placed within an 25' standoff of critical systems and all drive aisles within this standoff line will be signed "No parking or standing any time". All entrances to the site will have controlled vehicle barriers outside the perimeter offset from the building with routes to divert unauthorized vehicles away from the building without breaching the 25' secured perimeter.

Structural

Newly constructed, the 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. Areas housing high density filing systems, server/communications rooms, and forensic labs shall have a minimum load capacity of 150 pounds per ABOASF.

The Building design and construction may utilize hardening and venting methods for mail screening rooms and receiving areas, to prevent progressive collapse and limit air blast injuries in adjacent areas from explosives equivalent to 100 pounds of TNT detonated in this area. The area will be designed to eliminate or severely mitigate structural damage to the adjacent areas.

The design and construction 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) shall be required. To deny contact with the exposed and primary vertical load members, the building design shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas. A minimum standoff of at least 150 mm (6 inches) is required

The design of the building's façade shall incorporate 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.

Mechanical

General Description

The HVAC system serving the newly designed SEC headquarters will be designed to provide exceptional occupant comfort and indoor air quality as well as satisfy the requirements for meeting LEED certification. The heating and cooling equipment will be sized to maintain comfort conditions throughout the leased premises during all seasons and outdoor temperatures. The temperature control shall maintain a temperature set point over a range of internal load changes of +0.5w/SF to a -1.5w/SF. Individual thermostat control for office space shall not exceed 1500 SF/thermostat. In addition, interior spaces shall be zoned separately from perimeter spaces. Ventilation shall be provided in accordance with ASHRAE 62.1.

In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction and shall not fall outside of the range of 72 degrees Fahrenheit and 76 degrees Fahrenheit during normal hours of operation. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the

Project Narrative

Rights receiving area and Douglas Development already owns the available credits to develop to a 10 FAR as a matter of right.

In accordance with the RLP, no parking will be placed within an 25' standoff of critical systems and all drive aisles within this standoff line will be signed "No parking or standing any time". All entrances to the site will have controlled vehicle barriers outside the perimeter offset from the building with routes to divert unauthorized vehicles away from the building without breaching the 25' secured perimeter.

Structural

Newly constructed, the 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. Areas housing high density filing systems, server/communications rooms, and forensic labs shall have a minimum load capacity of 150 pounds per ABOASF.

The Building design and construction may utilize hardening and venting methods for mail screening rooms and receiving areas, to prevent progressive collapse and limit air blast injuries in adjacent areas from explosives equivalent to 100 pounds of TNT detonated in this area. The area will be designed to eliminate or severely mitigate structural damage to the adjacent areas.

The design and construction 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) shall be required. To deny contact with the exposed and primary vertical load members, the building design shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas. A minimum standoff of at least 150 mm (6 inches) is required

The design of the building's façade shall incorporate 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.

Mechanical

General Description

The HVAC system serving the newly designed SEC headquarters will be designed to provide exceptional occupant comfort and indoor air quality as well as satisfy the requirements for meeting LEED certification. The heating and cooling equipment will be sized to maintain comfort conditions throughout the leased premises during all seasons and outdoor temperatures. The temperature control shall maintain a temperature set point over a range of internal load changes of +0.5w/SF to a -1.5w/SF. Individual thermostat control for office space shall not exceed 1500 SF/thermostat. In addition, interior spaces shall be zoned separately from perimeter spaces. Ventilation shall be provided in accordance with ASHRAE 62.1.

In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction and shall not fall outside of the range of 72 degrees Fahrenheit and 76 degrees Fahrenheit during normal hours of operation. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the

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Lease. The system shall be designed so that at all times, humidity shall be maintained below 60% relative humidity. Specialty occupancies (conference rooms, kitchens, etc.) shall have active controls capable of sensing Space use and modulating HVAC system in response to Space demand.

Systems

The design and construction will provide an Dedicated Outside Air System (DOAS). A Dedicated Outdoor Air System is a type of heating, ventilation and air-conditioning (HVAC) system that consists of two parallel systems: a dedicated system for delivering outdoor ventilation air, and a parallel system to handle the loads generated by indoor/process sources and those that pass through the building enclosure.

Advantages of a DOAS include:

- Better humidity control;
- Increased control/thermal comfort;
- Ceiling plenum reduced – higher ceilings;
- Mechanical equipment in penthouse – makes a quieter typical floor (smaller core area);
- 80% reduction in energy to move same BTU's utilizing H2O versus air;
- Indoor Air Quality improved;
- Better Outside Air distribution;
- More predictable ventilation performance;

Electrical

General Description

This facility's electrical systems will provide flexible and reliable lighting, telecommunication, and normal and emergency power supply systems to meet the requirements of the RLP and LEED certification.

Power

The main electrical distribution for the complex will be distributed at 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, as indicated in the RLP. **The Building will have a minimum of two separate electrical feeds from separate transformers into the facility, feeding into the building along separate, remote paths.**

Lighting

The interior lighting and exterior lighting system will provide the required lighting levels per the RLP, LEED, and the energy code requirements. The interior lighting fixtures will be provided with a minimum efficiency of 80% and will be equipped with electronic ballast.

Telecommunication and Data Distribution

The sufficiently sized telecommunication and data distribution rooms will be strategically located throughout the building to meet the requirements of the SFO.

Plumbing

The plumbing system shall be comprised of plumbing fixtures, potable hot and cold water distribution piping, sanitary waste and vent piping, as well as hot water heating equipment for this facility. The plumbing system shall meet the requirements for LEED certification. The plumbing fixtures shall be provided to match the occupancy and function for this facility. In general, fixtures shall be low-flow, water conserving type to satisfy the project LEED requirements. Automated infrared controls shall be utilized and proper trim will be provided for handicap use.

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Structural Narrative

1. Proposed New Structures

a. General Description

The current design approach for the SEC Headquarters Building involves construction of three structures with up to 11 stories with above grade occupied floors.

b. Structural Description

Superstructure

The typical floor and roof construction is anticipated to utilize two-way "flat slab" construction, consisting of a primary slab, augmented by thickened "drop panels" adjacent to the columns. This horizontal framing scheme is expected to be organized around a 30' column bay in the longitudinal direction and 40' in the transverse direction, with a primary slab thickness of 10" and with 8" in thick drop panels, leading to a total structural depth (near the columns) of 18". The typical above grade floor slabs will be constructed with post-tensioned concrete and fully bonded tendons will be considered to address ISC security requirements. A non-post tensioned perimeter concrete beam is planned at all above ground spandrel conditions at each floor level to provide additional strength to support the architectural skin and to provide resistance to progressive collapse, per the ISC security requirements if required by the Form L100 or Exhibit E- Security Requirements that are part of the Lease.

Lateral Force Resisting System

Lateral (wind and seismic) loads will be resisted by concrete shear walls located around vertical transportation (stair and elevator) and service (MEP) shafts. These shear walls will be augmented, if necessary, by moment resisting frames utilizing the perimeter beams and columns described above.

Foundations

Based on considerations of limiting settlement, limiting differential movement, and based on constructability, we anticipate individual spread footings or a mat foundation, pending a final site specific geotechnical investigation.

2. Structural Design Criteria

The design of the Project is to follow the GSA PBS-P100 document and associated reference documents, as noted the RLP. In P100, there is a performance tier approach. The building will be constructed to meet the security requirements for a LEVEL IV Facility.

a. Codes and Standards

The following is a list of the governing codes and standards for structural for Securities and Exchange Commission "SEC" Headquarters:

- 2014 PBS-P100 "Facilities Standards for the Public Buildings Service"
- 2015 IBC "International Building Code"

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- 2013 DCMR 12 a "District of Columbia Building Code Supplement"
- ASCE 7-10 "Minimum Design Loads for Buildings and Other Structures"
- ASCE 41-06 "Seismic Evaluation and Retrofit of Existing Buildings"
- 2013 GSA PC Guidelines "Alternate Path Analysis & Design Guidelines for Progressive Collapse Resistance," in accordance with the L100 and Exhibit E-Security Requirements of the Lease

b. Live Loads

The 2014 version of the P100 states that all elevated slabs are to be designed for a uniform live load of 100psf, unless IBC live load requirements are higher. This load includes 15 pounds per square foot for partitions, but excludes heavy loads like the planned use of high density file systems, which are will be designed in predefined areas for 150 psf. Areas that have been designed to accommodate heavy storage will be designated on plan. Per the P100, live load reductions are not be used for (1) horizontal framing members, (2) transfer girders supporting columns, and (3) columns or walls supporting the roofs where mechanical equipment can be located.

The following values are specified by the applicable codes and standards or are higher values selected for use on this project:

Occupancy or Use	Uniform kPa (psf)	Conc. kN (lb)
Lobbies	4.79 (100)	8.90 (2,000)
Loading Docks	11.97 (250)	35.60 (8,000)
Labs and server rooms	7.18 (150)	
Corridors (First Floor)	4.79 (100)	8.90
Mechanical Room	7.18 (150)	
Offices	4.79 (100)	8.90 (2,000)
Parking		
Passenger Vehicles Only	2.40 (50)	
Subject to Trucking	11.97 (250)	35.60 (8,000)
Roofs	0.96 (20)	
Subject to Maintenance Workers		1.33 (300)
Stairs and Exit Ways	4.79 (100)	
Storage Areas		
Light	6.00 (125)	
Heavy	11.97 (250)	
Roof terraces	4.79 (100)	
Yards and terraces, pedestrian	4.79 (100)	

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c. Snow Loads

Snow loads shall be in accordance with the 2012 IBC and ASCE 7-10:

- Ground snow load, pg, shall be 1.20 kPa (25 psf) plus drifting or an equivalent uniform load of 1.44 kPa (30 psf), whichever is greater (DC Building Code).
- The exposure factor, Ce, will be 0.9 (ASCE 7-10, Table 7-2)
- The thermal factor, Ct, will be 1.0 (ASCE 7-10, Table 7-3)
- The importance factor, Is, will be 1.0 (ASCE 7-10, Table 1.5-2)
- Sloped roof snow loads, partial loading, unbalanced roof snow loads, snow drift, roof projections and sliding snow will be accounted for in accordance with ASCE 7-10, Ch. 7.

d. Wind Loads

Wind loads shall be in accordance with the 2012 IBC and ASCE 7-10:

- The basic wind speed, V, will be 51.4 m/s (115mph) (ASCE 7-10, Figure 26.5-1A)
- The wind directionality factor, Kd, is 0.85 (ASCE 7-10, Table 26.6-1)
- The risk category will be II (ASCE 7-10, Table 1.5-1)
- The gust effect factor, G, will be 0.85 (ASCE 7-10, Section 26.9.1)
- The exposure category will be B (ASCE 7-10, Section 26.10.1)
- The enclosure classification for buildings will be enclosed (ASCE 7-10, Section 6.5.9)

e. Seismic Loads

To meet the "Baseline" tier, the existing building will be designed for a "Life Safety" performance level for structural and nonstructural components using ASCE 41-06. For Risk Category II and the "Life Safety" performance level, the structure and non-structural components will suffer moderate damage that will require repair before the building is operational. It is also the intention of the PBS P100 that the building not be designed for seismic performance below the minimum level specified by the IBC 2012 (and therefore the ASCE 7-10) and ICSSC RP 8. Given the current understanding of the required performance criteria, the ASCE 7-10 will govern the design of the lateral force resisting system:

- The mapped MCE spectral response acceleration at short period, Ss, is 0.12g (ASCE 7-10, Figure 22-1)
- The mapped MCE spectral response acceleration at a period of 1 s, S1, is 0.05g (ASCE 7-10, Figure 22-2)
- The site shall be classified as Site Class D, to be confirmed based on the soil properties
- The risk category will be II (ASCE 7-10, Table 1.5-1)
- The importance factor, Ie, will be 1.0 (ASCE 7-10, Table 1.5-2)

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- The seismic design category is B is anticipated (ASCE 7-10, Section 11.6)
- Unacceptable seismic risks, including issues with non-structural components, will be mitigated in accordance with ASCE 41-06 (2014 PBS-P100)

The following design coefficients and factors are referenced from ASCE 7-10, Table 12.2-1 for the seismic force resisting systems:

Seismic Force-Resisting System	Response Modification Factor (R)	Deflection Amplification Factor (C_d)
Ordinary Reinforced Concrete Shear Walls	5.0	4.5

f. Vibrations

The "Baseline" performance is that floors will be designed for appropriate acceleration limits per AISC Design Guide 11. Any mechanical equipment that has the potential to cause vibrations shall be mounted on isolators or shall be installed on an isolation slab, per the scope of work.

g. Slab deflection

The floors will be designed and constructed to meet a deflection limit of ¼" in 10' horizontal run, in accordance with American Concrete Institute standards.

The Design Narrative sets forth the design concept for the facility to be built in compliance with the terms of the Lease outside of this Exhibit J

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Building Renderings

Exhibit J

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Aerial from South-East

Exhibit J

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View From South-West

Exhibit J

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View From South-East

Exhibit J

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View From Promenade

Exhibit J

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View At Atrium Lobby

Exhibit J

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Building Elevations

Exhibit J

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(b) (6) [redacted]

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[redacted]

2. North Elevation (Wing 3)

3. North Elevation (Wing 1 & 2)

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Site Plan

Exhibit J

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Building Massings and Proposed Building Skin

Exhibit K

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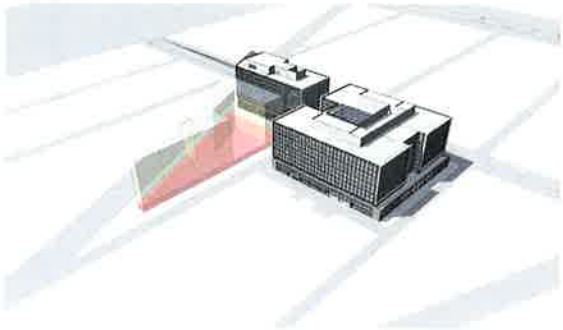

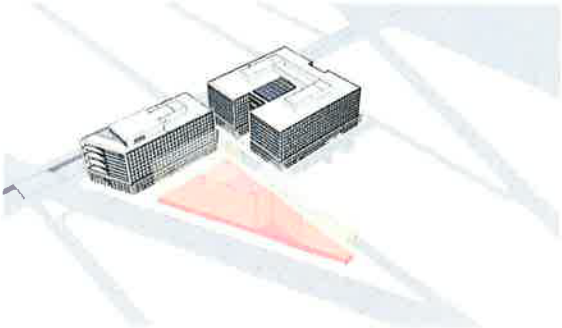

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The Design Narrative sets forth the design concept for the facility to be built in compliance with the terms of the Lease outside of this Exhibit J

Exhibit K

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EXHIBIT K - PLAT MAP

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DOUGLAS DEVELOPMENT

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EXHIBIT L

ANTENNA RIDER

The right granted to the Government to install an Antennas, Satellite Dishes, Related Transmission Devices and appurtenant equipment under Section1.02B of the Lease (hereinafter referred to as the "Antenna") is at the Government's sole cost and expense and is subject at all times to the following conditions:

1. The Lessor must agree to the location of the Antenna.

2. The Government must provide the Lessor with plans and specifications for the Antenna (including detailed descriptions of the Antenna, exact location, size, height, weight and color), specifications for the installation of the Antenna, and a description of any Building systems or structures that may be affected.

3. Prior to any installation of the Antenna, the Government shall provide Lessor with copies of all required permits, licenses, approvals and other governmental authorizations which are necessary in connection with the installation, operation and use of the Antenna, and the Government shall maintain the same in full force and effect.

4. The Government installation, maintenance, operation and removal of the Antenna must not affect any other antenna or equipment currently on the roof of the Building.

5. The style, color, materials, exact location and method of installation of the Antenna must be approved in writing by Lessor prior to the installation, such approval not to be unreasonably withheld, delayed or conditioned.

6. The installation, operation or removal of the Antenna must not a) damage the Building or void any warranty or guaranty applicable to the roof or Building; b) interfere with any service provided by Lessor to the Building or other tenants or licensees; or c) cause the violation of any zoning ordinance or other governmental or quasi-governmental law, rule or regulation applicable to the Building.

7. All costs and expenses incurred in installing, operating, maintaining, repairing, replacing and removing such Antenna shall be borne by the Government. The Government shall be responsible for any cost, liability, damage or expense arising out of the installation, operation, use, maintenance (or failure to maintain), repair or replacement (or failure to repair or replace), or removal (or failure to remove) of the Antenna installed or operated at the Building by the Government.

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8. The Government shall throughout the period of such installation, and thereafter during any maintenance, repair or replacement of the Antenna, install and utilize, at Government's sole expense, screening supports, walks boards, and such other materials as may be reasonably required to protect the roof of the Building, the Building generally, pedestrians, vehicles on adjacent roadways, and any other property of adjacent property owners.

9. The Government shall have no right to sublease, license or otherwise allow the use of space on the roof by parties other than the Government; provided that senders and recipients of messages shall not be deemed to be using space.

10. If required by Lessor, at the expiration or other termination of this Lease, the Antenna shall be removed by Government at Government's expense and any damage caused by such removal shall be promptly repaired by Government.

11. The installation of the Antenna shall not penetrate or otherwise damage the roof of the Building, and Government shall be liable for any incidental damage thereby caused.

12. At the request of the Lessor, the Government, at the Government's sole cost and expense, may be required to relocate the Antenna if the Antenna during the lease term: (A) compromises the integrity of the roof or any other portion of the Building; (B) impairs the warranty held by Lessor with respect to the roof of the Building or (C) compromises the functioning or impairs the operation or maintenance of any other antenna or equipment currently on the roof.

13. Lessor has not made and does not make any representation to the effect that installation, use or operation of any equipment by Lessor, or by any other person or entity will not interfere with or impair Government's installation, use or operation of the Antenna, and Lessor shall have no obligation or liability whatsoever with respect to any such interference or impairment or any obligation or responsibility to take any action with respect to such interference or impairment.

If, for any reason, Government is unable to install, operate or use such Antennas as set forth in this Lease, the Lease shall remain in full force and effect. Notwithstanding any provision herein, the Government may substitute, replace, repair and/or maintain the antenna and appurtenant equipment at any time. However, such substitution, replacement, repair and maintenance of the antenna and appurtenant equipment is subject to the terms and conditions set forth herein.

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