INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease (GSA TEMPLATE L100 for VA, hereinafter Lease Template). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted Proposal to Lease Space, GSA Form 1364, (hereinafter Lease Proposal Form) into a Lease Template, and transmit the completed Lease Template, together with appropriate attachments, to the successful Offeror for execution.

A. This Lease is made and entered into between

Lessor's Name

(Lessor), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, [or Contingent Fee Owner], and

The United States of America

(Government), acting by and through the designated representative of the Department of Veterans Affairs (VA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

[Address]

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

C. 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

X Years, X Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

Department of Veterans Affairs

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

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. 3090-0086.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 5
1.01 THE PREMISES (OCT 2024) 5
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 5
1.03 RENT AND OTHER CONSIDERATION (VA OCT 2024) 5
1.04 LEASE ACQUISITION FEE (VA OCT 2024) 6
1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ – INTENTIONALLY DELETED 6
1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ – INTENTIONALLY DELETED 6
1.07 DOCUMENTS INCORPORATED IN THE LEASE (VA OCT 2024) 6
1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (VA OCT 2024) 7
1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2024) 7
1.10 INTENTIONALLY DELETED (VA OCT 2024) 7
1.11 INTENTIONALLY DELETED (VA OCT 2024) 7
1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (VA OCT 2024) 7
1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ – INTENTIONALLY DELETED 7
1.14 OPERATING COST BASE (OCT 2016) 7
1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) 8
1.16 HOURLY OVERTIME HVAC RATES (OCT 2016) 8
1.17 PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) RATES – OTHER THAN HVAC (OCT 2024) 8
1.18 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018) 8
1.19 BUILDING IMPROVEMENTS (VA OCT 2024) 8
1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022) 8

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 9
2.01 DEFINITIONS AND GENERAL TERMS (VA OCT 2024) 9
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 10
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (VA OCT 2024) 10
2.04 WAIVER OF RESTORATION (OCT 2023) 10
2.05 PAYMENT OF BROKER (VA OCT 2024) 11
2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2024) 11
2.07 REAL ESTATE TAX ADJUSTMENT (OCT 2023) 11
2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES DEVIATION (SEP 2022) 13
2.09 OPERATING COSTS ADJUSTMENT (VA OCT 2024) 13
2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (VA OCT 2024) 13
2.11 RELOCATION ASSISTANCE ACT (APR 2011) 14
2.12 ENTITY NAME (OCT 2023) 14

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 15
3.01 LABOR STANDARDS (VA JULY 2025) 15
3.02 WORK PERFORMANCE (JUN 2012) 15
3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JULY 2025) 15
3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2021) 15
3.05 WOOD PRODUCTS (JULY 2025) 16
3.06 ADHESIVES AND SEALANTS (JULY 2025) 16
3.07 BUILDING SHELL REQUIREMENTS (OCT 2016) 16
3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (VA OCT 2024) 16
3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 16
3.10 VESTIBULES (OCT 2020) 17
3.11 MEANS OF EGRESS (MAY 2015) 17
3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (VA OCT 2024) 17
3.13 FIRE ALARM SYSTEM (VA OCT 2024) 17
3.14 ENERGY INDEPENDENCE AND SECURITY ACT (JULY 2025) 17
3.15 ELEVATORS (OCT 2020) 18
3.16 BUILDING DIRECTORY (OCT 2021) 19
3.17 FLAGPOLE (VA OCT 2024) 19
3.18 DEMOLITION (JUN 2012) 19
3.19 ACCESSIBILITY (OCT 2024) 19
3.20 CEILINGS (JULY 2025) 19
3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) 19
3.22 DOORS: IDENTIFICATION (APR 2011) 20
3.23 WINDOWS (OCT 2020) 20
3.24 PARTITIONS: GENERAL (JULY 2025) 20
3.25 PARTITIONS: PERMANENT (JULY 2025) 20
3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (JULY 2025) 20
3.27 WALL FINISHES – SHELL (SEP 2015) 20
3.28 PAINTING – SHELL (JULY 2025) 21
3.29 FLOORS AND FLOOR LOAD (OCT 2019) 21
3.30 FLOOR COVERING AND PERIMETERS – SHELL (JULY 2025) 21
3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (VA OCT 2024) 21
3.32 BUILDING SYSTEMS (APR 2011) 21

3.33 ELECTRICAL (VA OCT 2024) 21
3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (VA OCT 2024)~~ – INTENTIONALLY DELETED 22
3.35 PLUMBING (JUN 2012) 22
3.36 DRINKING FOUNTAINS (JULY 2025) 22
3.37 RESTROOMS (VA JULY 2025) 22
3.38 PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025) 22
3.39 JANITOR CLOSETS (SEP 2015) 23
3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (VA JULY 2025) 23
3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (OCT 2023) 23
3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012) 24
3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2023) 24
3.44 ACOUSTICAL REQUIREMENTS (VA OCT 2024) 25
3.45 SECURITY FOR NEW CONSTRUCTION (VA OCT 2024) 25
3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ – INTENTIONALLY DELETED 25
3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) 25
3.48 HIGH PERFORMANCE BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (JULY 2025) 25
3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)~~ – INTENTIONALLY DELETED (VA OCT 2024) 26
3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (JULY 2025) 26
3.51 SYSTEMS COMMISSIONING (VA OCT 2024) 26
3.52 26
3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (OCT 2023) 26
1.01 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014) 27

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 28
4.01 SCHEDULE FOR COMPLETION OF SPACE (VA OCT 2024) 28
4.02 CONSTRUCTION DOCUMENTS (OCT 2023) 29
4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (VA OCT 2024) 29
4.04 INTENTIONALLY DELETED (VA OCT 2024) 30
4.05 GREEN LEASE SUBMITTALS (JULY 2025) 30
4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (VA OCT 2024) 30
4.07 PROGRESS REPORTS (VA OCT 2024) 30
4.08 CONSTRUCTION INSPECTIONS (OCT 2023) 30
4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022) 31
4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021) 31
4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021) 31
4.12 AS-BUILT DRAWINGS (VA OCT 2024) 31
4.13 GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (SEP 2022) 31
4.14 ~~SEISMIC RETROFIT (OCT 2020)~~ – INTENTIONALLY DELETED 31
4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023) 31
4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (JULY 2025) 32

SECTION 5 TENANT IMPROVEMENT COMPONENTS 33
5.01 TENANT IMPROVEMENT REQUIREMENTS (VA OCT 2024) 33
5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ – INTENTIONALLY DELETED 33
5.03 FINISH SELECTIONS (SEP 2015) 33
5.04 WINDOW COVERINGS (OCT 2023) 33
5.05 DOORS: SUITE ENTRY (JULY 2025) 33
5.06 DOORS: INTERIOR (JULY 2025) 33
5.07 DOORS: HARDWARE (JULY 2025) 33
5.08 DOORS: IDENTIFICATION (JUN 2012) 34
5.09 PARTITIONS: SUBDIVIDING (VA JULY 2025) 34
5.10 WALL FINISHES (JULY 2025) 34
5.11 PAINTING – TI (VA JULY 2025) 34
5.12 FLOOR COVERINGS AND PERIMETERS (JULY 2025) 34
5.13 ~~HEATING AND AIR CONDITIONING)~~ – INTENTIONALLY DELETED (VA OCT 2024) 35
5.14 ELECTRICAL: DISTRIBUTION (VA OCT 2024) 35
5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) 35
5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) 35
5.17 DATA DISTRIBUTION (OCT 2020) 35
5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (VA OCT 2024) 35
5.19 LIGHTING: INTERIOR AND PARKING – TI (VA OCT 2024) 36
5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (VA OCT 2024) 36

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 37
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022) 37
6.02 UTILITIES (VA JULY 2025) 37
6.03 ~~UTILITIES SEPARATE FROM RENTAL~~/BUILDING OPERATING PLAN (VA OCT 2024) 37
6.04 INTENTIONALLY DELETED 37

6.05 HEATING AND AIR CONDITIONING (VA OCT 2024) 37
6.06 OVERTIME HVAC USAGE (VA OCT 2024) 38
6.07 PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) – OTHER THAN HVAC (OCT 2024) 38
6.08 ~~JANITORIAL SERVICES (VA JULY 2025)~~ – INTENTIONALLY DELETED (VA OCT 2024) 38
6.09 SELECTION OF CLEANING PRODUCTS (JULY 2025) 38
6.10 SELECTION OF PAPER PRODUCTS (JULY 2025) 38
6.11 SNOW REMOVAL (OCT 2020) 38
6.12 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022) 38
6.13 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) 38
6.14 ASBESTOS ABATEMENT (JULY 2025) 39
6.15 ONSITE LESSOR MANAGEMENT (APR 2011) 39
6.16 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022) 39
6.17 SCHEDULE OF PERIODIC SERVICES (OCT 2020) 40
6.18 LANDSCAPING (OCT 2022) 40
6.19 LANDSCAPE MAINTENANCE (APR 2011) 40
6.20 RECYCLING AND COMPOSTING (VA JULY 2025) 40
6.21 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) 40
6.22 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (VA OCT 2024~~ – INTENTIONALLY DELETED 40
6.23 INDOOR AIR QUALITY (JULY 2025) 40
6.24 RADON IN AIR (JULY 2025) 41
6.25 RADON IN WATER (JULY 2025) 42
6.26 HAZARDOUS MATERIALS (JULY 2025) 42
6.27 MOLD AND WATER INTRUSION (OCT 2023) 43
6.28 OCCUPANT EMERGENCY PLANS (OCT 2020) 43
6.29 FLAG DISPLAY (OCT 2016) 43

SECTION 7 ADDITIONAL TERMS AND CONDITIONS 44
7.01 SECURITY REQUIREMENTS (OCT 2021) 44
7.02 MODIFIED LEASE PARAGRAPHS (VA OCT 2024) 44
7.03 NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2023) 44
7.04 DAILY OCCUPANCY DATA (OCT 2021) 44
7.05 PROVISIONAL ACCEPTANCE (FEB 2021) 44
7.06 ~~SWING SPACE – LEASE (OCT 2022)~~ – INTENTIONALLY DELETED 45
7.07 OFF-PREMISES IMPROVEMENTS (VA OCT 2024) 45
7.08 FIRE AND CASUALTY DAMAGE (VA OCT 2024) 45
7.09 AGENCY SPECIFIC REQUIREMENTS SHALL PREVAIL (VA OCT 2024) 47
7.10 CHANGE IN KEY PERSONNEL DURING POST-AWARD (VA OCT 2024) 47
7.11 CHANGE MAJOR SUBCONTRACTORS DURING POST-AWARD (VA OCT 2024) 47

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

A. Space: **XX,XXX** rentable square feet (RSF), yielding **XX,XXX** ANSI/BOMA Occupant Area (ABOA) square feet (SF), yielding **XX,XXX** net usable square feet (NUSF) of Space located on the **X** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **X**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** 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.

C. Intentionally Deleted.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Government requires **600** structured/inside parking spaces and/or surface/outside parking spaces as depicted on the plan attached hereto as Exhibit X, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror must include the cost of this parking as part of the rental consideration.

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.

1.03 RENT AND OTHER CONSIDERATION (VA OCT 2024)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS (X-X)
	ANNUAL RENT
SHELL RENT[1]	$XXX, XXX.XX
OPERATING COSTS[2]	$XXX, XXX.XX
TENANT IMPROVEMENTS RENT[3]	$0.00
PARKING[4]	$0.00
TOTAL ANNUAL RENT[5]	**$XXX, XXX.XX**

[1]Shell rent reflects rental rates as follows:
(Firm Term) $**XX** per RSF, as rounded to the nearest penny.
Real Estate Tax Base: $**XX** per RSF, as rounded to the nearest penny.
[2]Operating Costs reflects a rate of $**XX** per RSF, as rounded to the nearest penny.
[3]Tenant Improvements of $**XX** are amortized at a rate of **X** percent per annum over **XX** years.
[4]Parking must be provided at a rate of $0.00 per parking space per month (structure/inside), and $0.00 per parking space per month (surface/outside)
[5]Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. Intentionally Deleted.

C. The Lessor has offered free rent for the first **XX (X)** months of the Lease (free rent includes shell, operating, TI, and parking rent). Therefore, the first **XX (X)** months of the Lease shall be provided at no cost to the Government.

D. Intentionally Deleted.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517, General Clauses.

F. 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.

G. Reserved.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. 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, subcontractor 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.

K. Intentionally Deleted.

1.04 LEASE ACQUISITION FEE (VA OCT 2024)

The Lessor shall be responsible for paying all real estate commissions due in connection with the consummation of this Lease.

For purposes of this Solicitation, the real estate firm of **Chartwell Enterprises, LLC** is the authorized representative of the VA and is providing Lease Acquisition Services to VA in connection with this transaction. It is understood between Lessor and VA that **Chartwell Enterprises, LLC** has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

In connection with the provisions of such Lease Acquisition Services and in the event of consummation of a lease agreement between Lessor and VA, Lessor will pay a commission or lease acquisition fee to **Chartwell Enterprises, LLC** in the amount of a percentage equal to **x.xx%** of the total aggregate lease value. The aggregate lease value shall include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and amortized tenant improvements (if applicable)). The aggregate lease value shall not include any rental abatement provided to the VA pursuant to the Lease; any rental escalations covering operating expenses and/or real estate tax increases during the lease term; any additional amounts paid by VA for services over and above those furnished by Lessor; any lump sum payments for tenant improvements. Commissions will not be collected on option periods or for lease terms beyond the firm term of the lease.

The total contract value that will be used to determine the **x.xx%** commission will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:

Seventy-five percent (75%) of commission or lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of commission or lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

The Lessor's responsibilities to pay the commission(s) or lease acquisition fee is independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor shall fail to pay the commission(s) or lease acquisition fee amount owed to **Chartwell Enterprises, LLC** pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the commission(s) or lease acquisition fee on behalf of Lessor to [Broker Name] out of rent payments and/or any lump-sum payments owed or to be owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by Lessor. The Lease Acquisition Fee shall not exceed one million five hundred thousand dollars ($1,500,000.00).

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ – INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ – INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (VA OCT 2024)

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

DOCUMENT NAME	EXHIBIT	NO. OF PAGES
Agency Specific Requirements (ASR) Package – Cover Page	X	X
Appendix A – Program for Design (PFD)	X	X
Appendix A.1 – Project Room Contents List (PRC)	X	X
Appendix A.2 – Lease Design Narrative (LDN)	X	X
Appendix A.3 – Room Data Matrix (RDM)	X	X
Appendix A.4 – VA CBOC Information Transport Systems Specifications	X	X
Appendix A.4.1 – OIT Data Center Design Narrative, if applicable	X	X
Appendix A.5 – Facility Security Level Requirements – FSL II	X	X
Appendix A.6 – **Baltimore OPC** - Conceptual Floor Plans	X	X
Source Selection Technical Submission Package	X	X
VA Handbook 6500.6	X	X
GSA Template 3517B – General Clauses	X	X
DOL Wage Determination – **Baltimore City and Baltimore County**	X	X
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (if applicable, pursuant to SAM registration FAR 52.204-26)	X	X
Approved Small Business Subcontracting Plan (if applicable)	X	X
Operations & Maintenance Plan	X	X
Project Management Plan	X	X
Proposed ABOA Plan	X	X
Proposed Elevations	X	X
Proposed Exterior Renderings	X	X
Proposed HVAC Zoning	X	X
Proposed Site Plans	X	X
RLP Amendments (if applicable)	X	X
Environmental Due Diligence Requirements	X	X

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (VA OCT 2024)

A. The final TI pricing will be determined based on Section 4.03 of this lease**.** The current estimated amount for Lump Sum is **$40,480,800.**

B. The Government reserves the right to amortize any portion of the Tenant Improvements at the amortization rate proposed by the Offeror on Attachment 1 to GSA Form 1364. Amortization of the Tenant Improvements will be over the firm term of the lease. The decision by the Government on whether or not to amortize the Tenant Improvements, and/or what portion of the allowance is to be amortized, is solely that of the Government. The unamortized portion of the Tenant Improvements will be paid by the Government in lump sum upon acceptance of the space by the Government.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2024)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER (A/E) FEES ($ PER ABOA SF, $ FLAT FEE, OR % OF TI CONSTRUCTION COSTS)	**$XX OR XX%**
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	**XX%**

1.10 INTENTIONALLY DELETED (VA OCT 2024)

1.11 INTENTIONALLY DELETED (VA OCT 2024)

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (VA OCT 2024)

A. 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 **XX** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **XX** RSF by the total Building space of **XX** RSF. The tax parcel number is **XX**.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ – 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 be $**XX.XX** per RSF.

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, the operating costs paid by the Government as part of the rent shall be reduced by $**XX.XX** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. RESERVED.

1.17 PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) RATES – OTHER THAN HVAC (OCT 2024)

A. The following rates shall apply in the application of the paragraph titled "PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) – OTHER THAN HVAC":

SERVICE	RATE	UNIT
	$	
	$	

B. There is no charge for periodic above-stated LASS during the following weekend hours:

1. Saturday: X AM through X PM
2. Sunday: X AM through X PM.

1.18 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.01, Provision of Services, Access, and Normal Hours. In the event the Government requires the following normal hours of operations: [**XX** AM to **XX** PM, Monday through Friday, with the exception of Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by $**XX** per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days’ prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

1.19 BUILDING IMPROVEMENTS (VA OCT 2024)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements, as part of shell rent:

A. _____
B. _____
C. _____

1.20 LESSOR’S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor’s Unique Entity Identifier (UEI)

UEI: **XXXXXXXXX**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (VA OCT 2024)

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. General Contract Terms.

1. "Contract" means Lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
    a. Acts of God or of the public enemy,
    b. Acts of the United States of America in either its sovereign or contractual capacity,
    c. Acts of another contractor in the performance of a contract with the Government,
    d. Fires,
    e. Floods,
    f. Epidemics,
    g. Quarantine restrictions,
    h. Strikes,
    i. Freight embargoes,
    j. Unusually severe weather, or
    k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the Lease and furnishes written notification of the executed Lease to the successful Offeror (usually the date on which the parties' obligations under the Lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. “Appurtenant Areas” means 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 (e.g. parking areas).

4. “Broker” means VA’s broker, if VA awarded this Lease using a contract real estate broker.

5. “Building” means building(s) situated on the Property in which the Premises are located.

6. Reserved

7. “Common Area Factor” (CAF) means 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.

8. “Firm Term” means that part of the Lease term that is not subject to termination rights.

9. “Non-Firm Term” means that part of the Lease term following the end of the Firm Term, which is subject to termination rights.

10. “Premises” means the total occupant area or other type of space, together with all associated common areas, described in the Lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this Lease are not included in the premises.

11. “Property” means 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.

12. “Rentable Space or Rentable Square Feet (RSF)” means 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. Rentable space may include a share of 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 room. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of (one (1) plus the CAF, for each type of space included in the premises.

13. “Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other type of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under this Lease are not included in the space.

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 (VA OCT 2024)

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 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 and may be placed only by the.

B. The LCO is the only official authorized to place orders.

2.04 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages, or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. 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 or earlier termination (full or partial) 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 (VA OCT 2024)

In accordance with RLP Paragraph 1.14, the Lessor shall pay the Government's Broker **Chartwell Enterprises, LLC** the total lease acquisition fee amount of $**XX. XX**.

Seventy-five percent (75%) of the lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of the lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2024)

A. If during the term of the Lease, title to the Property is transferred 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 working days of the transfer of title.

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

C. If title to the Property is transferred, 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 that 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) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, 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 commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, 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. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.07 REAL ESTATE TAX ADJUSTMENT (OCT 2023)

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:

1. 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).

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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

9. 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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

2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES DEVIATION (SEP 2022)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate and the base for operating cost adjustments will be reduced 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 square foot 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.

2.09 OPERATING COSTS ADJUSTMENT (VA OCT 2024)

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, 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 (VA OCT 2024)

A. Within **45** Calendar 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.

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

C. Within ten (10) Working 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.

D. Within fifteen (15) Working Days after award, the Lessor shall submit to the Lease Contracting Officer or designee a project schedule giving the dates on which the various phases of design and construction will be completed to coincide with the Government's required occupancy date. The schedule shall clearly indicate the completion of significant activities/events, including but not limited to:

1. Submittal of financial requirements, dates for closing on land (if applicable), and other Post-Award submittals included in this Lease
2. Submittal of Design Intent Drawings and review times
3. Submittal of Construction Documents and review times
4. Submittal of TI Budgets, TI Proposals, TI Negotiation timelines, and NTP (when applicable)
5. Environmental mitigations (if applicable)
6. Submit permit drawings to AHJ
7. Issuance of construction permits, to include clearing, site and building permits
8. Submittal to VA of copies of Permits and Approved Construction Documents
9. Start of construction
10. Completion of principal categories of work
11. Testing and balancing
12. Building Systems Certification
13. Final inspection
14. Final completion of construction
15. Occupancy permit

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 VA 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.

2.12 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (VA JULY 2025)

A. 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
52.222-10 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.
52.222-62 Paid Sick Leave Under Executive Order 13706.
Supplementary Labor Standards Provisions (VAAR 852.236-85).

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 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JULY 2025)

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 Government will not pay for existing fixtures and other TIs accepted in place.

C. INTENTIONALLY DELETED

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2021)

For leases 10,000 RSF or greater, the requirements below apply:

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

B. 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.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. 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.

E. 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.

F. 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.

3.05 WOOD PRODUCTS (JULY 2025)

A. Particle board, medium-density fiberboard, and hardwood plywood shall be free of formaldehyde and labeled as Toxic Substances Control Act (TSCA) Title VI compliant. Other wood types such as strawboard shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. 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.

C. C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species.

3.06 ADHESIVES AND SEALANTS (JULY 2025)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. 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.

B. INTENTIONALLY DELETED

3.07 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, 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.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (VA OCT 2024)

A. The Lessor must 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 must, 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, must 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 must 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 must provide to space planners, architects, engineers, construction subcontractors, 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.

3.09 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 of the 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.

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.10 VESTIBULES (OCT 2020)

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

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.

3.11 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.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (VA OCT 2024)

A. The entire Building shall be protected throughout by an automatic fire sprinkler system.

B. Reserved

C. Reserved

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.

3.13 FIRE ALARM SYSTEM (VA OCT 2024)

A. A Building-wide fire alarm system shall be installed in the entire Building.

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.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (JULY 2025)

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.

B. Hydrology-related Requirements. 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.

1. 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.

2. 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.

3.15 ELEVATORS (OCT 2020)

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 requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. 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.

3.16 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

3.17 FLAGPOLE (VA OCT 2024)

If the Government is the sole occupant of the Building, two flagpoles shall be provided at a location to be approved by the LCO. The flag of the United States of America, the Prisoner of War (POW) flag and the State of Maryland flag 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. The Government may install additional flag poles at its expense."

3.18 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.

3.19 ACCESSIBILITY (OCT 2024)

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) and 36 CFR 1190 to the extent applicable. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (JULY 2025)

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

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

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

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

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

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory criteria related to recycled content.

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

3.21 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.

3.22 DOORS: IDENTIFICATION (APR 2011)

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

3.23 WINDOWS (OCT 2020)

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

B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

3.24 PARTITIONS: GENERAL (JULY 2025)

A. 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.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor shall use materials for newly installed gypsum board meeting applicable, statutory criteria related to the use of BioPreferred material(s).

3.25 PARTITIONS: PERMANENT (JULY 2025)

A. 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.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor shall use materials for newly installed gypsum board meeting the applicable, statutory criteria related to the use of BioPreferred material(s).

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (JULY 2025)

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

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

C. 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.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. 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.

F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory criteria related to recycled content.

3.27 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.

3.28 PAINTING – SHELL (JULY 2025)

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. 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

C. For leases 10,000 RSF of greater, primer shall meet applicable, statutory criteria related to the use of BioPreffered material(s).

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

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

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

3.30 FLOOR COVERING AND PERIMETERS – SHELL (JULY 2025)

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

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

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

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

E. INTENTIONALLY DELETED

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (VA OCT 2024)

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 the Space. Heating, cooling, humidity control, and other similar equipment are not permitted in the Space, except where noted in this Lease and Agency Specific Requirements.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to VA 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.

3.33 ELECTRICAL (VA OCT 2024)

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 system (all required electrical infrastructure up to and including the electrical panels enclosed in the electrical room as described in this section along with all electrical infrastructure needed to power appurtenances and the duplex utility outlets as described in Part C) for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

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

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

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (VA OCT 2024)~~ – INTENTIONALLY DELETED

3.35 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.

3.36 DRINKING FOUNTAINS (JULY 2025)

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) 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. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 or more stringent, applicable state or local regulations. 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.

3.37 RESTROOMS (VA JULY 2025)

A. Lessor must provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government in compliance with local code.

Separate restroom facilities for men and women must be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances. Each restroom must have water closets enclosed with 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 must not be visible when the exterior door is open. These facilities must be located on each floor occupied by the Government in the Building and must be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms.

B. Each restroom must contain the following:

1. A mirror and shelf above the lavatory.

2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized 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.at 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 sanitary napkin/tampon dispensers and disposal bins in each Women, Unisex, and Family toilet room/restroom.

6. A disposable toilet seat cover dispenser. NOTE: In accordance with the Resource Conservation and recovery Act (RCRA) of 1976.

7. Newly installed restroom partitions must be made from recovered materials.

8. A diaper changing station in each restroom.

9. For Multi-Stall Restrooms: 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.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)

A. For leases 10,000 RSF or greater, the specifications listed below apply to:

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.

B. The following must comply with flush volumes or flow rates per the Energy Policy Act of 2005:

1. Water closets must have a flush volume of 1.6 gallons per flush or less,
2. Urinals must have a flush volume of 1 gallon per flush or less,
3. Lavatory faucets must have a flow rate of 0.5 gallons per minute or less.

3.39 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.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (VA JULY 2025)

A. Central HVAC systems must 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 must provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems must 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, must be independently controlled.

C. Equipment Performance. Temperature control for office Spaces must be provided by concealed central heating and air conditioning equipment. The equipment must 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 must be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration must 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 must be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.

F. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor must comply with the associated regulations (40 CFR 82 and 84) to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with the associated regulations (40 CFR 82 and 84). The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space must be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. 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..

H. Restrooms must be properly exhausted, with a minimum of 10 air changes per hour.

I. Intentionally Deleted.

J. Where the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (OCT 2023)

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.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

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

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

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

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

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2023)

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 to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open floorplan. Newly installed lighting must use LED fixtures with replaceable dimmable drivers. The dimmable drivers must use 0-10V or digital control signals and shall be compatible with any existing control systems. 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, measured at the floor) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY.

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

D. DAYLIGHTING CONTROLS. For leases 10,000 rentable SF or greater, 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 workspaces.

E. OCCUPANCY/VACANCY SENSORS. The Lessor shall provide ceiling or wall mounted 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 shut down 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, 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 by a minimum of 50% 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.

J. VIDEO SURVEILLANCE SYSTEM (VSS). Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

K. LIGHTING CONTROL. All lighting controls and programming for indoor and outdoor lighting shall comply with local energy codes.

3.44 ACOUSTICAL REQUIREMENTS (VA OCT 2024)

Acoustical requirements for all spaces are designated in the agency specific requirements. Where sound transmission class (STC) is the design criteria for a partition, when tested in the field, the noise isolation class (NIC) of the same partition shall be no more than 6 points less than the STC requirement. For spaces not addressed in agency specific requirements the following requirements apply:

A. Reverberation Control. Enclosed rooms and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Open Spaces using suspended acoustical ceilings shall have an NRC of not less than 0.80. 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 0.80.

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 enclosed rooms, NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms; and 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:

1. Conference rooms: NIC 45
2. Teleconference Rooms: NIC 48
3. Private Offices: NIC 35 when sound masking is provided, NIC 40 if sound masking is not provided

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

3.45 SECURITY FOR NEW CONSTRUCTION (VA OCT 2024)

A. DESIGN-BASIS THREAT. The Lessor is responsible for providing countermeasure provisions outlined in the attached FSL document.

B. INTENTIONALLY DELETED

3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ – INTENTIONALLY DELETED

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)

A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).

B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator, or another means acceptable to the Government.

C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The Building is 2 or more stories in height above the level of exit discharge.
2. The total calculated occupant load of the Building is 300 or more occupants.
3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

3.48 HIGH PERFORMANCE BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (JULY 2025)

A. Within 12 months of occupancy, the Lessor shall obtain certification at the Silver level from the U.S. Green Building Council (USGBC) -- LEED®-NC program. For requirements to achieve the Silver certification, Lessor must refer to the latest version at the time of submittal of the LEED®-NC Reference Guide (at HTTP://WWW.USGBC.ORG/). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks, flash drives, or appropriate electronic media of all documentation submitted to USGBC. Acceptable file format is Adobe PDF from the LEED–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.

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

A. Within 12 months of occupancy, the Lessor shall obtain certification at the Two Green Globes level from the Green Building Initiative's (GBI) Green Globes® NC program. For requirements to achieve the Two Green Globes certification, Lessor must refer to the latest version at the time of submittal of the Green Globes® NC Technical Reference Manual (at HTTP://WWW.THEGBI.ORG/). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks, flash drives,

or appropriate electronic media of all documentation submitted to GBI. Acceptable file format is Adobe PDF from the Green Globes® online surveys. In addition, the Lessor will provide the Government viewing access to the Green Globes® online surveys, as applicable, during design and through the term of the Lease.

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

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)~~ – INTENTIONALLY DELETED (VA OCT 2024)

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (JULY 2025)

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. 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.

D. 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 ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure.
1. The Lessor shall implement ventilation and other measures (source control, air cleaning, and filtration) in accordance with ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality, to remove detectable odors and visible dust and provide acceptable indoor air quality prior to occupancy.
2. The Lessor shall flush-out or ventilate the area(s) following construction and prior to occupancy in accordance with ASHRAE Standard 62.1 Section 7.
3. For leases 10,000 RSF or greater, the Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

3.51 SYSTEMS COMMISSIONING (VA OCT 2024)

A. The Lessor must incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning must cover work associated with TIs or alterations. Recommissioning is required to ensure that the systems are operating properly during the Lease term if Building systems are impacted by alterations. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor must submit a written commissioning plan prior to completion of CDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan must include:

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.

C. The Lessor must submit a final commissioning report once tenant improvements are completed. The report must include results and supporting documentation for each section of the commissioning plan. The final report must be provided to the LCO or designated representative within 60 days after substantial completion.

3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (OCT 2023)

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 E1527-21, or most recent revision, 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.

C. Additional specifications can be found in Exhibit __, "Environmental Due Diligence Requirements" (if applicable).

3.53 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. VA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

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

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (VA OCT 2024)

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

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to VA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other VA-supplied information related to VA's interior build-out requirements. Two DID submissions shall be required for review by the VA. The initial DIDs (DID 1) shall be submitted not later than **XX** Working Days following the Lease Award Date, provided that VA supplies such information and direction as reasonably required for Lessor to timely complete the initial submission. VA shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. These meetings may be held either in person or virtually, at the discretion of VA. After the VA review and comment period as specified below, on the initial DID submission, the Lessor shall complete and submit the complete DIDs (DID 2) within **XX** Working Days following the VA review period.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). DID sets at a minimum shall include the following elements:

DID 1 minimum requirements

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Site Plan (if applicable);
5. Report from the Reviewer

DID 2 minimum requirements:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan and Equipment Plan;
6. Finish Plan;
7. Site Plan (if applicable);
8. Reflected Ceiling Plan;
9. Interior Elevations;
10. Partition Type / Section Plan;
11. Door and Hardware Schedule;
12. Security Plans; and,
12. Reports from the Reviewer and the Commissioning Agent.

C. Government review and approval of Lessor-provided DIDs: VA review and comment period for each DID submission shall be **15 Working** Days from receipt. VA must notify the Lessor of DID approval not later than **15 Working** Days following submission of complete DIDs (DID 2) conforming to the requirements of this Lease as supplied by VA. Should the DIDs not conform to these requirements, VA 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. VA's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

The Lessor shall submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **XX** Working Days of VA's approval of complete DIDs.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs. Two CD submissions shall be required for review by VA. Each submission shall include full review reports from the Reviewer and the Commissioning Agent. The interim CD submission shall be between 75% and 95% complete and shall be submitted not later than **XX** Working Days following the approval of DIDs. After the VA review and comment period as specified below, on the interim CD submission, the Lessor shall complete and submit the final CDs within **XX** Working Days. The Lessor shall update and submit the budget proposal based on the TIs and associated work as shown on the interim CDs. This budget proposal shall be completed, as part of the shell cost, within **XX** Working Days of submission of the interim CDs. The pricing for CD 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 VA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **XX** Working Days of such notice, but VA 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 VA's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The VA review and comment period for the interim CD submission shall be **20 Working** Days from receipt. VA shall have **20 Working** Days to review final 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, VA shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

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

G. INTENTIONALLY DELETED

H. Negotiation of TI price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 45 Working Days following the submission of the TI price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **XX** Working days following issuance of NTP or a lesser period if mutually agreed to by the Government and the Lessor. Coordination and installation of Government furniture, fixtures and equipment that may impact the issuance of the Certificate of Occupancy shall be included in the schedule set forth in the paragraph entitled "Construction Schedule and Initial Construction Meeting".

4.02 CONSTRUCTION DOCUMENTS (OCT 2023)

The Lessor's CDs shall include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs may also include signage, audio/visual, IT, furniture, and other specialties. 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. CDs shall be separated into a shell package and a TI package that corresponds to the Tenant Improvement Proposals. 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.

Upon DID approval and with each CD submittal the Lessors will provide REVIT formatted files to the VA and the VA's third-party Initial Outfitting Transition and Activations contractor to assist with the coordination of VA supplied equipment. At a minimum the Architectural, MEP and Equipment layers will be provided, other layers may be required based on project planning needs.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (VA OCT 2024)

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 shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, VA 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 two qualified general contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed general contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (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 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 subcontractors 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 subcontractors.

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 subcontractors. 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 INTENTIONALLY DELETED (VA OCT 2024)

4.05 GREEN LEASE SUBMITTALS (JULY 2025)

The Lessor shall submit to the LCO or designated representative:

A. Product data sheets upon request 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.

J. At completion of LEED®, documentation and receipt of final certification, along with an electronic copy of all supporting documentation for certification.

J. At completion of Green Globes® documentation and receipt of final certification, along with an electronic copy of all supporting documentation for certification.

J. At completion of Living Building Challenge™ documentation and receipt of final certification, along with an electronic copy of all supporting documentation for certification.

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

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (VA OCT 2024)

The Lessor shall furnish a detailed critical path method (CPM) construction schedule to the Government within **XX** Working Days of issuance of the NTP or with TICs Proposal. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. The schedule shall also include government furnished equipment and activation activities by the Government. Within **XX** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have subcontractor representatives including its architects, engineers, general contractor, and subcontractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance and shall distribute to all parties within **XX** Working Days of the meeting. The format of the initial schedule and subsequent updates shall be as directed by the LCO, or designated representative. Upon request of the LCO, the lessor shall provide the source file of the CPM construction schedule.

4.07 PROGRESS REPORTS (VA OCT 2024)

After award, the Lessor shall submit to the LCO, or designated representative, written monthly progress reports. Each report shall include an updated/progressed schedule; information as to the percentage of the work completed by phase and trade; along with labeled photographs, 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. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings. The format of the progress reports and monthly CPM construction schedule updates shall be as directed by the LCO, or designated representative. Upon request of the LCO, the lessor shall provide the source file of the CPM construction schedule.

4.08 CONSTRUCTION INSPECTIONS (OCT 2023)

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. At the discretion of the LCO, minutes from the progress meetings may satisfy the requirement for written progress reports.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other subcontractors 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 (OCT 2021)

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

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

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

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

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

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 Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (VA OCT 2024)

Not later than **65 Working** 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) or Building Information Models (BIM) files and PDFs of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD or BIM program which is compatible with the latest release of AutoCAD or Revit. The required file extension is ".DWG" or ". RVT". Clean and purged BIM and PDF files shall be submitted in a digital format. 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.

4.13 GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (SEP 2022)

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 **equal to one day's rent** 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 ~~SEISMIC RETROFIT (OCT 2020)~~ – INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023)

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, e.g., performance bonds, builder's risk, general liability, etc.
4. Home office overhead and other indirect costs

5. Carrying costs, exclusive of the TI and BSAC amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI and BSAC, 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 or construction permits associated with TI and BSAC buildout)

7. TI and BSAC proposal preparation costs

8. Lessor's labor costs related to the management of the TI and BSAC build-out. This includes, but is not limited to, progress reports, schedule management, meeting attendance, distribution of construction meeting minutes, on-site job supervision.

B. At a minimum, the Lessor shall be responsible for performing the following services:

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 subcontractors, 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).

4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (JULY 2025)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. This includes, but is not limited to, managing design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, requests for information (RFI), that are directed toward the Government, and Lease Submittals, such as reuse plans, commissioning plans, and product data sheets. Licensing costs and access to the system are the responsibility of the Government.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (VA OCT 2024)

A. 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.

B. Items identified, defined, or labeled elsewhere in the lease or attachments as shell shall remain in shell rent pricing including any further requirements to those shell items identified in the attached agency specific requirements.

C. Janitorial and maintenance requirements identified in the attached agency specific requirement shall be included in the operating costs.

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

5.03 FINISH SELECTIONS (SEP 2015)

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

5.04 WINDOW COVERINGS (OCT 2023)

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

B. Intentionally Deleted.

5.05 DOORS: SUITE ENTRY (JULY 2025)

A. 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 that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory criteria related to the use of BioPreferred material(s).

5.06 DOORS: INTERIOR (JULY 2025)

A. 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 and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory criteria related to the use of BioPreferred material(s).

5.07 DOORS: HARDWARE (JULY 2025)

Doors shall have door handles or door pulls with heavyweight hinges. 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 room entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (VA JULY 2025)

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, at a minimum, and shall be designed to provide a minimum sound transmission class (STC) identified in Facility Guidelines Institute (FGI) Guidelines for Design and Construction of Outpatient Facilities. Partitions not identified in FGI will have minimum STC ratings as required by the Room Data Matrix with a noise isolation criterion (NIC) of no less than 35. The Government reserves the right to independently test these levels.

B. 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).

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

D. 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.

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

F. For leases 10,000 RSF or greater, the Lessor shall use materials for newly installed gypsum board meeting applicable, statutory criteria related to the use of BioPreferred material(s).

5.10 WALL FINISHES (JULY 2025)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall be low VOC.

5.11 PAINTING – TI (VA JULY 2025)

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

B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, criteria related to the use of BioPreferred material(s).

5.12 FLOOR COVERINGS AND PERIMETERS (JULY 2025)

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 requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable statutory criteria related to the use of BioPreferred material(s).

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 rooms, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open floorplans, 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)~~ – INTENTIONALLY DELETED (VA OCT 2024)

5.14 ELECTRICAL: DISTRIBUTION (VA OCT 2024)

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

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

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

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house two (2) category 6a 8P8C outlets active for telephone/data in an eight (8) position faceplate mounted on a dual gang workbox or as illustrated in the Appendices. 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 mediums may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.17 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. 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. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent 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. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (VA OCT 2024)

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

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/subcontractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent 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. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

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 subcontractor 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. 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 (VA OCT 2024)

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 floorplan (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 (VA OCT 2024)

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 floorplan (shell) are part of the TIs.

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

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)

A. The Government's normal hours of operations are established **as 6:00 AM to 8:00 PM, Monday through Saturday, 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.

B. The Lessor and the Lessor's representatives, employees and subcontractors 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 (VA JULY 2025)

A. Intentionally Deleted.

B. The Lessor is responsible for ensuring all public utilities necessary for operation are available and operable at the site at the time of final inspection, including, but not limited to, any deposits and hook-up fees related to utilities (for example, water tap and connection fees, sewer tap and connection fees, and similar charges).

6.03 ~~UTILITIES SEPARATE FROM RENTAL~~/BUILDING OPERATING PLAN (VA OCT 2024)

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

6.04 INTENTIONALLY DELETED

6.05 HEATING AND AIR CONDITIONING (VA OCT 2024)

A. In all areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures in accordance with the Room Data Matrix (RDM) document attached to this Lease, otherwise, thermostats shall be set at of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. 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, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. During non-working hours and hours that VA is not providing janitorial services, heating temperatures shall be set no higher than 55° (degrees) Fahrenheit. Air conditioning shall only be provided when necessary to maintain the relative humidity requirements and 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. Temperatures, humidity, and pressure requirements shall be maintained and monitored at all times (24 hours a day, 365 days a year) in the spaces indicated in the agency specific requirements.. Temperatures and relative humidity setpoints, as well as pressurization, are provided in the Lease Design Narrative (LDN) and Room Data Matrix (RDM) documents attached to this Lease. These setpoints shall be continuously monitored by the Building Automation System (BAS).

D. Thermal comfort. During all working hours and hours that VA is providing janitorial services, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

E. 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.

F. 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.

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

H. INTENTIONALLY DELETED

I. INTENTIONALLY DELETED

J. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.06 OVERTIME HVAC USAGE (VA OCT 2024)

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 provided upon written approval from a Lease Contracting Officer.

B. An invoice conforming to the requirements of this Lease shall be submitted 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 PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) – OTHER THAN HVAC (OCT 2024)

A. Periodic Lease above standard services (LASS) unrelated to HVAC shall be provided at the rates set forth in Section 1 of the Lease. Such services may be ordered by the Government's authorized representative only.

B. When the cost of periodic LASS is at or below the micropurchase threshold, as defined under FAR subpart 2.101, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services exceeding the micropurchase threshold shall be placed by a LCO. 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 periodic LASS shall constitute a waiver of the Lessor's right to receive any payment for such services pursuant to this Lease.

6.08 ~~JANITORIAL SERVICES (VA JULY 2025)~~ – INTENTIONALLY DELETED (VA OCT 2024)

6.09 SELECTION OF CLEANING PRODUCTS (JULY 2025)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory criteria related to the use of BioPreferred material(s).

6.10 SELECTION OF PAPER PRODUCTS (JULY 2025)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory criteria related to the use of BioPreferred material(s) and recycled content.

6.11 SNOW REMOVAL (OCT 2020)

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 (e.g., more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.12 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)

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. Upon request, copies of all records in this regard shall be forwarded to the Government's designated representative.

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

6.13 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 **five (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 **seven (7)** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

6.14 ASBESTOS ABATEMENT (JULY 2025)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), state, and local regulations and that final clearance is achieved.

6.15 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent available to promptly respond to deficiencies and immediately address all emergency situations.

6.16 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

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 VA personal identity verification requirements, identified in the GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at HTTP://WWW.GSA.GOV/HSPD12. This policy requires 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. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 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 VA 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 VA 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 VA 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 VA 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.

6.17 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, 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.

6.18 LANDSCAPING (OCT 2022)

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at HTTPS://SFTOOL/GREENPROCUREMENT AND THE LANDSCAPING PRODUCTS SECTION.

B. Landscape management practices shall prevent pollution by:

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

2. Composting/recycling all yard waste.

C. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, where technically feasible, cost-effective, and permitted by local laws and regulations, the Lessor shall utilize alternative sources of water for outdoor use, such as harvested water, treated wastewater, air handler condensate capture, gray water, or reclaimed water.

D. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, 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.

6.19 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.

6.20 RECYCLING AND COMPOSTING (VA JULY 2025)

A. 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.

B. 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.

C. The Lessor shall have all waste other than bio-hazardous medical waste removed from the premise routinely, such that the waste generated from normal operations does not exceed the waste storage bins provided by the Lessor.

6.21 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.

~~6.22 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (VA OCT 2024~~ – INTENTIONALLY DELETED

6.23 INDOOR AIR QUALITY (JULY 2025)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. 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 by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

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. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

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 the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

6.24 RADON IN AIR (JULY 2025)

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

B. Testing Procedures. For the purposes of this paragraph, the following testing procedures shall be used when space planned for occupancy by the Government is located at or below grade level:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

C. Initial Testing.

1. The Lessor shall:

a. Test for radon any portion of Space planned for occupancy by the Government at or below grade level;

b. Report the results to the LCO upon award; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph B.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph B.2, in addition to the standard test.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

D. Additional Testing.

1. After a major disturbance (e.g., earthquake, road construction, seismic shift, etc.) or a construction or renovation project that could impact radon gas levels in the building (e.g., building foundation, subsurface plumbing, basement structure, or negative changes to the building air pressure, etc.), the Lessor shall:

   a. Re-Test for radon that portion of Space occupied by the Government at or below grade level;

   b. Report the results to the LCO; and

   c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing Sequence. The Lessor shall measure radon by the standard test outlined in paragraph B.1, completing the test not later than 150 days after the event outlined in D.1.

E. Corrective Action Program.

1. Program Initiation and Procedures.

   a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.

   b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.

   c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

   d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.

2. The Lessor shall perform the standard test in sub-paragraph B to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph B to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

6.25 RADON IN WATER (JULY 2025)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA Drinking Water Standards (Maximum Contaminant Levels, or MCL, for radionuclides)and shall submit certification to the LCO prior to the Government occupying the Space.

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

6.26 HAZARDOUS MATERIALS (JULY 2025)

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, substances, and wastes.

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

C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS).

6.27 MOLD AND WATER INTRUSION (OCT 2023)

A. Actionable Condition: An actionable condition is defined as either:

1. Visible mold or 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, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

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 actionable conditions, as defined by subparagraph A..

C. Within 48 hours following a water intrusion event, such as a flood, plumbing leak or heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods shall be based on the water class and category defined by ANSI/IICRC. 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 to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable conditions; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in water intrusion and mold assessments. The Lessor shall promptly furnish water intrusion and the mold assessment report to the Government. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide VA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. 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 an actionable condition. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

D. The presence of an actionable condition 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.

6.28 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and 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, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.29 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole(s) 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 2021)

The Lessor agrees to the requirements of Facility Security Level **II** attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (VA OCT 2024)

This lease is based on the GSA template but has been modified specifically for VA requirements. Changes are noted in Paragraphs that show (VA Month / Year)

7.03 NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2023)

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.

7.04 DAILY OCCUPANCY DATA (OCT 2021)

If the Lessor has a means to capture system-generated daily occupancy data identifying the number of people accessing the government occupied space for the period of time specified (e.g., turnstiles, building access system, badges, sensors, WiFi) the Government reserves the right to request daily occupancy data at the Lessor's expense. The data shall cover a 12-month consecutive period of occupancy, and the Government is limited to a total of two (2) separate data requests over the lease term. The LCO (or representative designated by the LCO) shall provide at least 30 calendar days' prior notice to the Lessor for the daily occupancy data period to commence. The Lessor shall provide the daily occupancy data within 30 calendar days after the end of the 12-month consecutive period. Data shall be submitted using either a CSV or Excel file. Data elements shall include, but are not limited to: date, occupancy count, and the tenant agency's name, if the Building contains multiple Government tenant agencies. Data should not include Personally Identifiable Information (PII), e.g., name. If available, additional information may be provided, e.g., date, time of entry, unique card identification number or another anonymous unique identifier, floor accessed, type of occupant - Government employee or contractor, visitor indication, building staff.

7.05 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

7.06 ~~SWING SPACE – LEASE (OCT 2022)~~ – INTENTIONALLY DELETED

7.07 OFF-PREMISES IMPROVEMENTS (VA OCT 2024)

The cost of all improvements outside the Premises will be borne by the Lessor. The Lessor is responsible for determining the cost of off- Premises **improvements prior to lease award and including the costs of off-** Premises **improvements in the proposed rent.**

The LESSOR, at its own cost, shall perform and complete all off-Premises work and improvements which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments, demolition of abandoned buildings, outbuildings, septic systems, USTs, wells, etc., hereinafter referred to as off-Premises improvements, and said off- Premises improvements shall be constructed in accordance with applicable Federal, State, and local laws, regulations, standards, and specifications. Lessor is responsible for obtaining all permits and required approvals of the off-Premises improvement plan. Lessor is required to obtain all permits and approvals, prior to commencing work. Lessor is solely responsible for initiating and completing any related hazardous material abatement, remediation, removal, or other environmental cleanup actions related to the off- Premises work and improvements that may be necessary or required pursuant to Federal, State and local laws, regulations, ordinances, codes or other requirements.

"Hazardous materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Recourse Conservation and Recovery Act (42 U.S.C. Section6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Lessor.

The Lessor is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-Premises improvements through the duration of the lease. At completion or termination of the lease, the Lessor, and not the Government, is responsible for any restoration or removal of the off-Premises improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.

7.08 FIRE AND CASUALTY DAMAGE (VA OCT 2024)

General Clause 15 of GSA Template 3517B, GSAR 552.270.7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION), is hereby deleted in its entirety and replaced with the following:

(a) If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage which will render the premises completely untenantable for a period in excess of 90 consecutive days, as reasonably determined by the Government, this Lease will immediately terminate; provided, however, that this Lease shall not terminate if:

(i) Within fifteen (15) days after the incident of such fire or other casualty, the Lessor certifies in writing that the space can be repaired and the premises restored to tenantable condition within twelve (12) months of the date of such certification by the Lessor, subject to *Excusable Delays*; and

(ii) Within thirty (30) days after the incident of such fire or other casualty Lessor locates, leases, and obtains, or otherwise makes available to Government alternative temporary replacement space ("Replacement Space") to substitute for the untenantable portion of the premises, until such time as the premises have been repaired or restored. Replacement Space shall be within a radius of five (5) miles from the Premises, or such other area as the Government may then consider for relocation (the "Service Area"). The lessor is responsible for providing a shuttle service between the Replacement Space as a part of the rental rate. The Government will cooperate with Lessor to arrange the relocation of the services provided at the premises. Such Replacement Space must be medical clinic space that is substantially equivalent to the premises. Approval of Replacement Space by the Government will not be unreasonably withheld. During the period when the Government is utilizing Replacement Space, all other terms and conditions of the Lease shall remain the same except:

1. The Replacement Space shall be substituted for the untenantable portion of the premises, and

2. During the term the Government occupies the Replacement Space, the Government shall continue to pay the rental rate specified in the lease contract; provided, however, that the Government shall not be obligated to pay rent for any Replacement Space located in another Government facility.

3. If the Lessor's rental rate for the Replacement Space is less than Government's then-current rental rate for the premises, then Government's rental rate shall decrease per the difference between the lease rate for the premises and the replacement space.

The Lessor and the Government agree that if this Lease shall not be terminated as provided in this clause (a), the Lessor shall:

(A) Provide to the Government, within fifteen (15) days of such damage or destruction, the Lessor's time schedule and plan for the repair and restoration of the premises;

(B) Within thirty (30) days promptly commence such repair and restoration of the premises to tenantable condition; and

(C) Diligently and continuously, except for Excusable Delays, pursue such repair and restoration of the premises to completion within such twelve (12) month period.

Within thirty (30) days prior to the completion of interior construction, the lessor shall issue written notice to the Government to inspect the space. The Government will have fifteen (15) days to inspect and to either accept or identify items to be remedied prior to acceptance of the subject space. Upon acceptance by the Government of such repair and restoration, the rent will commence, and the Government shall reoccupy the premises. The rent shall be abated for the premises until the premises is restored to a tenantable condition effective from the date of damage or destruction and is accepted as substantially complete by the Government; provided, however that the Government shall pay rent for the Replacement Space (as set forth in clause (a) (ii) above). If, despite such diligent and continuous pursuit of such repair or restoration, the Lessor has not substantially completed such repair and restoration within such twelve (12) month period, the Government may terminate this Lease for default, and, upon such termination, the Government's obligation shall cease as well as the Lessor's obligations with respect to the Replacement Space.

If Lessor certifies that the space can be repaired and the premises restored to tenantable condition within a period of time greater than twelve (12) months, and Lessor otherwise fulfills the requirements set forth in this clause, then Government may at its option choose not to terminate this Lease and to proceed as set forth in this clause.

(b) In the event of a partial destruction or damage that renders a part of the premises untenantable, as reasonably determined by the Government, then:

(x) The Lessor shall, within 30 days, diligently commence the repair or restoration of those damaged portions of the Premises to their former condition.

If the Lessor is unable to restore the premises to tenantable condition within six (6) months of the date of receiving certification from the Lessor, then Government may, at its option, choose whether or not to terminate this lease.

If the Government chooses to not terminate the lease, repairs and restoration will proceed as set forth in this clause, and

(y) The rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenantable effective from the date of such partial destruction or damage, and

(z) Within thirty (30) days prior to the completion of interior repair and restoration, the lessor shall issue written notice to the Government to inspect the space.

The Government will have fifteen (15) days to inspect and to either accept or identify items to be remedied prior to acceptance of the subject space. Upon acceptance by the Government of such repair and restoration, the rent will commence, and the Government shall reoccupy the premises. During such time as the Lessor shall be repairing or restoring such part of the premises, rent shall not abate on any space not affected by such partial destruction or damage. If Lessor certifies that the space can be repaired and the premises restored to the former tenantable condition within a period of time greater than six (6) months, and Lessor otherwise fulfills the requirements set forth in this clause, then Government may at its option choose not to terminate this Lease and to proceed as set forth in this clause.

(i) Within thirty (30) days after the incident of partial destruction or damage that renders a part of the premises untenantable Lessor locates, leases and obtains, or otherwise makes available to Government alternative temporary replacement space ("Replacement Space") to substitute for the untenantable portion of the premises, until such time as the premises have been repaired or restored. Replacement Space may be in multiple locations within the delineated area specified in the original Request for Lease Proposals issued with this lease. The Lessor is responsible for providing a shuttle service between the Replacement Space as a part of the rental rate capable of transmitting **70** passengers per hour round trip. The Government will cooperate with Lessor to arrange the relocation of the services provided at the premises. Such Replacement Space must be medical clinic space that is substantially equivalent to the premises. Approval of Replacement Space by the Government will not be unreasonably withheld. During the period when the Government is utilizing Replacement Space, all other terms and conditions of the Lease shall remain the same except:

1. The Replacement Space shall be substituted for the untenantable portion of the premises, and

2. If Lessor's rental rate for the Replacement Space is greater than Government's then-current rental rate for the premises, then Lessor may increase Government's rental rate for the Replacement Space to equal Lessor's rental rate for the Replacement Space, to a maximum of 10% per Office Area square foot; provided, however, that the Government shall not be obligated to pay rent for any Replacement Space located in another Government facility.

3. If the Lessor's rental rate for the Replacement Space is less than Government's then-current rental rate for the premises, then Government's rental rate shall decrease per the difference between the lease rate for the premises and the replacement space.

C. If the Lease is not terminated, as soon as practicable after a full or partial destruction or damage to the premises, but in no event more than fifteen (15) days thereafter, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government's approval not to be unreasonably withheld, conditioned, or delayed.

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

7.09 AGENCY SPECIFIC REQUIREMENTS SHALL PREVAIL (VA OCT 2024)

If requirements in Exhibit A, AGENCY SPECIFIC REQUIREMENTS, exceed the requirements within this Lease, then the more stringent shall apply and shall be included in shell rent as applicable under the Building Shell Requirements subsection in Section 3 herein. In such circumstances, the Lessor will provide pricing detailing associated additional costs.

7.10 CHANGE IN KEY PERSONNEL DURING POST-AWARD (VA OCT 2024)

Lessor’s project team, design team, and general contractor team as proposed prior to lease award (Key Personnel), should remain intact through substantial completion. Changes in Key Personnel must only be requested by Lessor for good cause (illness, death or change of employment by Key Personnel) and proposed substitutions must be acceptable to the LCO. If changes in the Key Personnel are approved by the Government, no increase in contract price nor delay in delivery shall be allowed as a result of Lessor's substitution or addition of Key Personnel.

7.11 CHANGE MAJOR SUBCONTRACTORS DURING POST-AWARD (VA OCT 2024)

Lessor’s Architect/Engineering firm and General Contracting firm as proposed prior to lease award (Major Subcontractors), should remain intact through substantial completion. Changes in Major Subcontractors must only be requested by Lessor for good cause and proposed substitutions must be acceptable to the LCO. If changes in the Major Subcontractors are approved by the Government, no increase in contract price nor delay in delivery shall be allowed as a result of Lessor's substitution or addition of Major Subcontractors.