LEASE NO. 36C24426L0001
Sussex County CBOC Annex

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

A. This Lease is made and entered into between

Lessor's Name TBD

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

The United States of America

(Government), acting by and through the designated representative of the 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 Exhibits F, N, and O**,** 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

10 Years (5 Years Firm, 5 Years Soft)

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: _____

Unique Entity Identifier (UEI): _____
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 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.

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

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES AND BUILDING (FEB 2026)

Premises.

A. Office and Related Space. The space is not-to-exceed 7,533 rentable square feet (RSF), yielding a not-to-exceed 6,696 ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the XX floor(s) and known as Suite(s) XX, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit O.

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 not be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses and payment clause referencing rent per RSF should be interpreted as rent per ABOA. Note: CAF does not affect rent, since VA pays rent based on ABOA.

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

1.02 EXPRESS APPURTENANT RIGHTS (FEB 2026)

The Government must have the non-exclusive right to the use of Appurtenant Areas and must 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 Lessor will coordinate with the Government to ensure signage is consistent with Government standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking. 25 parking spaces as depicted on the plan attached hereto as Exhibit N, reserved for the exclusive use of the Government, of which 25 must be surface/outside parking spaces. Out of the 25, 6 spaces must be allocated for ABAAS spaces. In addition, the Lessor must provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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 (FEB 2026)

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

	FIRM TERM	SOFT TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$XXX,XXX.XX	$XXX,XXX.XX
OPERATING COSTS[2]	$ XXX,XXX.XX	$ XXX,XXX.XX
TOTAL ANNUAL RENT	**$XXX,XXX.XX**	**$XXX,XXX.XX**

[1]Shell rent reflects rental rates as follows:
(Firm Term) $**XX** per ABOA
(Soft Term) $**XX** per ABOA
[2]Operating Costs reflects a rate of $**XX** per ABOA

Rent Schedule:

Term	Shell	Operating Rent	Approximate Total Annual	Actual Monthly Payments
Firm 1				
Firm 2				
Firm 3				
Firm 4				
Firm 5				
Soft 1				
Soft 2				
Soft 3				
Soft 4				
Soft 5				

Note: 1. Rent is calculated using approximate annual rent, equally divided by 12 for actual monthly ren
2. The Rent Schedule supersedes any other documentation for rent.

B. Operating Cost Base. There will be no operating rent adjustments.

C. Parking and parking area maintenance shall be provided as part of rent. Parking is not separately priced.

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

E. Lessor must 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 and Building."

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. 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.

F. Rent must be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent must be payable using the EFT information contained in the System for Award Management (SAM), which must match the information provided when vendorizing with the Department of Veterans Affairs. Vendorization refers to the process by which Lessors are registered in the VA's Financial Management System (FMS) and is required for payment processing for leased facilities and services. In the event of any changes, the Lessor is responsible for updating the EFT information in SAM and providing the updated details to the LCO. Failure to maintain an active SAM registration may result in delays in rental payments until the registration is activated. The VA is held harmless for delay in rent payment due to Lessor's failure to fully vendorize in EFT and in local VAMC vendor file or due to SAM inactive registration.

G. Lessor invoices for items other than monthly rent, such as alterations or other reimbursable services, must be submitted to the VA Financial Services Center (FSC) through the VA's e invoicing system in order to receive EFT payment.

1.04 TERMINATION RIGHTS (FEB 2026)

The Government may terminate this Lease for convenience, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination must be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental must accrue after the effective date of termination. The Government may terminate this Lease for Default, in whole or in parts, at any time, for any breach of contract.

1.05 ~~RENEWAL RIGHTS (FEB 2026)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (FEB 2026)

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

Document Name	No. of Pages	Exhibit
Omitted		A
Agency Specific Requirements	3	B
Security Requirements for Level II	16	C
Omitted		D
Omitted		D-1
GSA 3517B, General Clauses	33	E
GSA 1364, Proposal to Lease Space	4	F
GSA Form 1217, Lessor's Annual Cost Statement	3	G
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	H
Security Unit Price List	1 Excel Spreadsheet	I
Space Plan	1	J
DOL Wage Determination	6	K
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	L

Tenant Improvement Cost Summary (TICS)	1 Excel Spreadsheet	M
Site / Parking Plan(s)	TBD	N
Floor Plan(s)	TBD	O
Sub-Contracting Plan (Small Business)	TBD	P
Emergency/Maintenance Service Plan	TBD	Q
Program Management Plan	TBD	R

*TBD to be provided by Offeror

1.07 RENTAL ADJUSTMENT: TENANT IMPROVEMENT, BUILDING SPECIFIC AMORTIZED CAPITAL (FEB 2026)

A. The Lessor has agreed to total TI pricing of **$XX,XXX** based on the as-built condition of the Space and the requirements incorporated into this Lease and Exhibits. This TI is a not-to-exceed, firm-fixed-price. This amount reflects only the limited corrective work and minor improvements necessary to meet the Lease requirements for acceptance. Payment will not be made until all of the following have been met: VA acceptance of space, occupancy permit provided to the VA, Lessor is actively registered in the System for Award Management (SAM) as well as registered in the Financial Management System (FMS) with the local VA Medical Center, and upon Lessor's submission of proper invoice for EFT payment. TI includes all tenant improvement costs, security, and all other costs associated with TI.

B. The TI pricing may be used for adjustments associated with additional VA requirements issued by Lease Amendment. The prices quoted must reflect the cost to furnish, install, and where applicable, maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government.

C. The Government will issue a lump sum payment for all work covered by the TI scope, up to the TI amount included in this Lease.

D. This Lease is a fully serviced and turnkey Lease. All Lessor obligations—including shell condition, TI work, operating expenses, common area maintenance, taxes, and any security elements included in the TI scope—are incorporated into the rental consideration. The TI amount reflects only the work required to prepare the Space for acceptance and occupancy based on the as-built condition; no additional enhancements or expanded buildout beyond the accepted scope are contemplated or authorized.

E. If Lessor fails to complete build-out of space for Government occupancy, no payment will be made, and the Government will be blameless and no liable.

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2024~~) INTENTIONALLY DELETED

1.09 ~~REAL ESTATE TAX BASE (MAY 2026~~) INTENTIONALLY DELETED – NO REAL ESTATE TAX ADJUSTMENT

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (FEB 2026)

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 must be reduced pro-rata per ABOA SF of Space vacated by the Government. This reduction must occur after the Government gives 30 calendar days' prior notice to the Lessor and must continue in effect until the Lease expires or is terminated.

1.11 HOURLY OVERTIME HVAC RATES (FEB 2026)

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

1. $**0** per hour per zone

1.12 ~~PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) RATES – OTHER THAN HVAC (OCT 2024~~) INTENTIONALLY DELETED

1.13 BUILDING IMPROVEMENTS (FEB 2026)

Before the Government accepts the Space, the Lessor must complete all Tenant Improvements and any corrective work necessary for the as-built Space to meet the requirements of the Lease and its Exhibits. All work must comply with applicable codes and standards, and the Lessor remains responsible for delivering the Space in a condition acceptable for Government occupancy.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (FEB 2026)

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, as determined by the Lease Contracting Officer (LCO). Examples of these causes are:

   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. "FAR" means the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

7. "GSAM" means the General Services Administration Acquisition Manual, the comprehensive GSA internal manual that consolidates the General Services Administration Acquisition Regulation (GSAR) along with GSA's supplemental mandatory policy and procedural guidance.

8. "GSAR" means the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

9. "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).

10. "Lease Term Commencement Date" means the date on which the lease term commences.

11. "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.

12. Vendorization with the Department of Veterans Affairs" refers to the process by which a Lessor is established as a vendor in the Department of Veterans Affairs' Financial Management System (FMS), which is required before any payments for leased space or related services can be processed. In addition to mandatory registration in the System for Award Management (SAM), vendorization requires entry into FMS and completion of the VA medical facility's vendor registration procedures to enable eligibility for payment.

13. "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.

14. "Working Days" means weekdays, excluding Saturdays and Sundays and Federal Holidays.

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, or 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. “Building” means building(s) situated on the property in which the premises are located.

5. “Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply. Note: CAF does not affect rent, since VA pays rent based on ABOA.

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

7. “Soft Term” means the part of the lease term following the end of the firm term, to include extensions to the term, which is subject to termination rights.

8. “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.

9. “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.

10. “Rentable Space or Rentable Square Feet (RSF)” means the area for which a tenant is charged rent as in industry standard. 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 rooms. 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. VA pays rent based on net usable square feet no on RSF.

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

2.02 AUTHORIZED REPRESENTATIVES (FEB 2026)

Signatories to this Lease must have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons must 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 must have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (FEB 2026)

Lessor must 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.

3. This includes, but is not limited to, wear and tear resulting from wall adhesives, wall hangings, signage, and all other forms of wall mounting, as well as any damage related to normal usage of fixtures, flooring, and utilities within the Premises.

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.

2.04 CHANGE OF OWNERSHIP/NOVATION (FEB 2026)

A. Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor’s legal name, FAR 42.12 applies.

B. If title is transferred, the Lessor must notify the Government within five days of the transfer of title.

C. The Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) must 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. The Government's obligation to pay rent to the Transferee must commence on the effective date of the Lease Amendment incorporating the Novation Agreement, and subject to, and contingent upon, the transferee completing vendorization in the VA's EFT system and local medical center vendor and payment system.

D. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor must remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition must 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.

E. 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.

F. 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.

2.05 OPERATING COSTS ADJUSTMENT (FEB 2026)

There will be no operating costs adjustments. No operating cost adjustments tied to inflation or any inflation-based measure, including the Consumer Price Index (CPI), are contemplated or permitted under this Lease.
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2.06 REAL ESTATE TAX ADJUSTMENT (MAY 2026)

No tax adjustments are contemplated or permitted under this Lease. The Lessor is solely responsible for all Real Estate Taxes assessed against the Property, and the Government will not make any payments, reimbursements, or adjustments related to increases or decreases in Real Estate Taxes.

2.07 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (FEB 2026)

If not provided prior to award, Lessor will provide fully executed documentation showing ownership or authority to control space within 30 days of lease award. Failure to provide proof of ownership is grounds for termination for default, at the LCO's discretion, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

A. Within **7** days after design has commenced as provided in paragraph titled "Schedule for Completion of Space", if requested the Lessor must 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 necessary to prepare the Space and all costs associated with bringing the space into full compliance with Government requirements. Failure to provide proof of funds is grounds for termination for default, at the LCO's discretion, and the Government will be relieved of all obligations to the Lessor in such event and not liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

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. If not provided prior to award, Lessor will provide fully executed documentation showing ownership or authority to control space within 7 days of lease award. Failure to provide proof of ownership is grounds for termination for default, at the LCO's discretion, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever. VA's delay in terminating does not remove VA' right to terminate if the Lessor fails to show ownership within 7 days after award.

B. The Government must have the right to terminate for default or withhold acceptance of design intent drawings (DIDs) until the conditions specified in sub-paragraph A has been satisfied by Lessor. Failure by the Lessor to timely meet the requirement of sub-paragraphs A will be considered delay by the Lessor.

C. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor must 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. The award must be made to the subcontractor(s) who were submitted at the time of proposal unless the LCO pre-approves changing the proposed subcontractors. Delay due to time required for VA to approve Lessor's proposed subcontractors is a Lessor delay and is not an excusable delay, liquidated damages apply Any change of subcontractors does not increase TI fixed price.

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

2.08 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., Department of Veterans Affairs, VA, in its entity name that owns and/or leases Space to VA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

NOTE: The Government accepts the Leased Space in its current condition relative to the layout of the building. The Government does not anticipate performing any major renovation or buildout to the premises, other than light renovation, IT closet addition/upgrades, or bare minimum TI, preferably limited to light architectural finishes such as painting, carpet, and security enhancements. The intent of this section is to establish minimum Leased Space standards of the building shell and existing buildout of the space. The Leased Space shall meet the minimum building standards described in Lease Section 3 – Constructions Standards and Shell Components, and Section 5 – Tenant Improvement Components. The Offeror shall identify any differences between the existing offered Leased Space and that described in the Lease.

3.01 WORK PERFORMANCE (FEB 2026)

All work in performance of this Lease must be done by skilled workers or mechanics and must 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.

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (FEB 2026)

A. The Lessor must reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

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

C. This is not a separately priced line item, any cost associated with salvage or reuse is included in the TI total cost.

3.03 ~~CONSTRUCTION WASTE MANAGEMENT (FEB 2026)~~ INTENTIONALLY DELETED

3.04 WOOD PRODUCTS (FEB 2026)

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

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

3.05 ADHESIVES AND SEALANTS (FEB 2026)

All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) must meet the requirements of the manufacturer of the products adhered or involved. The Lessor must 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 must be limited to those having a flash point of 140 degrees F or higher.

3.06 BUILDING SHELL REQUIREMENTS (FEB 2026)

A. The Building Shell must 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 must be deemed included in the Shell Rent.

B. Base structure and Building enclosure components must be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, must be complete. Restrooms must 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., must 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 must 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.

D. All building systems, structure, and fixtures, including those added at TI that are installed permanently or built into the shell, are defined as Building Shell for the purpose of Lessor maintenance, unless otherwise indicated.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (FEB 2026)

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 all 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 are 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. The Lessor must provide design and construction and performance information 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.

3.08 VESTIBULES (FEB 2026)

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

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

3.09 MEANS OF EGRESS (FEB 2026)

A. Prior to occupancy, the Premises and any parking garage areas must 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 must 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 must only count as one exit stair.

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

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

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (FEB 2026)

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

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

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

D. Automatic fire sprinkler system(s) must 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) must 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.

3.11 FIRE ALARM SYSTEM (FEB 2026)

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

B. The fire alarm system must 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 must 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 must 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 must 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.

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (FEB 2026)

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 must 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 must 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 must 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 must 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 must 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" must mean "Lessor", and "exceeds 5,000 square feet" must 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 must 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.

3.13 ELEVATORS (FEB 2026)

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

B. Code. Elevators must 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 must 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 must be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators must 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 must be equipped with telephones or other two-way emergency communication systems. The system used must be marked and must reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.14 DEMOLITION (FEB 2026)

The Lessor must 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 must be done at the Lessor's expense.

3.15 ACCESSIBILITY (FEB 2026)

The Building, leased Space, and areas serving the leased Space must 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 standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent must apply.

3.16 CEILINGS (FEB 2026)

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 must be required. The acoustical ceiling system must be furnished, installed, and coordinated with TIs.

A. Ceilings must 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 must maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways must be avoided. Ceilings must 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 must 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 must 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 must also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings must be a flat plane in each room, uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid, and must be suspended and finished.

1. 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 must meet applicable, statutory criteria related to recycled content.

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (FEB 2026)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas must be required.

B. Exterior doors must be weather tight and must open outward. Fire door assemblies must be listed and labeled. Labels on fire door assemblies must be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices must 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 must have door handles or door pulls with heavyweight hinges. All doors must have corresponding doorstops (wall or floor mounted), automatic door closers, and silencers. All Building exterior doors must have locking devices installed to reasonably deter unauthorized entry.

3.18 WINDOWS (FEB 2026)

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

B. All exterior window assemblies must be locked, weather resistant and watertight. 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.

3.19 PARTITIONS (FEB 2026)

A. General.
1. Partitions in public areas must be marble, granite, hardwood, or drywall covered with durable wall covering or high-performance coating, or equivalent pre-approved by the LCO.

B. Permanent.
1. Permanent partitions must extend from the structural floor slab to the structural ceiling slab. They must 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 must 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 must be enclosed by partitions and must 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.

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (FEB 2026)

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

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

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

D. All insulation must 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 must meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.21 WALL FINISHES – SHELL (FEB 2026)

A. All restrooms within the Building common areas of Government-occupied floors must 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 must be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.22 PAINTING – SHELL (FEB 2026)

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

3.23 FLOORS AND FLOOR LOAD (FEB 2026)

A. All adjoining floor areas must 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 must be smooth and level. Office areas must have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas must 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.

3.24 FLOOR COVERING AND PERIMETERS – SHELL (FEB 2026)

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

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

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

3.25 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (FEB 2026)

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

No utilities, lines, or pipes must pass through or be located within the telecommunications room.

3.26 BUILDING SYSTEMS (FEB 2026)

Whenever requested, the Lessor must furnish to the Government 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.

3.27 ELECTRICAL (FEB 2026)

A. The Lessor must be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard must apply. Main service facilities must be enclosed. The enclosure may not be used for storage or other purposes and must 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 must be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room must 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 must 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 must be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards must be supplied with separate equipment ground buses. All power distribution equipment must 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 must be plainly marked or labeled to identify circuits or equipment supplied through them.

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

3.28 PLUMBING (FEB 2026)

The Lessor must 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, must be included in the shell rent.

3.29 DRINKING FOUNTAINS (FEB 2026)

On each floor of Government-occupied Space, the Lessor must provide drinking fountain/bottle filling dispensers with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains must comply with Section F211 of the Architectural Barriers Act Accessibility Standard. The Lessor must provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation must 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 must serve as first responder to any occupant complaints about drinking water. The Lessor, as part of building shell maintenance, must promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.30 RESTROOMS (FEB 2026)

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

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

If no new construction of a restroom is occurring, at a minimum, 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. Restrooms must meet ABAAS requirements as stated under this Lease.

C. Each main restroom must contain the following, including supplies:

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.

4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.

5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.

6. A disposable toilet seat cover dispenser.

7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.

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

10. Baby changing station.

3.31 ~~PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)~~ INTENTIONALLY DELETED

3.32 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (FEB 2026)

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. Telecommunications rooms must have dedicated cooling units for the space. See additional requirements in the VA Infrastructure Standard for Telecommunication Spaces Standards (HTTPS://WWW.CFM.VA.GOV/CFM/TIL/TELECOM/OIT-ISTS.PDF). Leave

3.33 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (FEB 2026)

A. Sufficient space must 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 must be vertically stacked. Telecommunications switch rooms, wire closets, and related spaces must be enclosed. The enclosure must not be used for storage or other purposes and must have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets must include a telephone backboard.

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

3.34 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (FEB 2026)

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 must 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 must 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 must 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 must be provided.

D. The Lessor must 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.

3.35 LIGHTING: INTERIOR AND PARKING - SHELL (FEB 2026)

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) must be installed to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open-office plan. Newly installed lighting must use LED fixtures with replaceable dimmable drivers. The dimmable drivers must use 0-10V or digital control signals and must be compatible with any existing control systems. Ceiling grid fixtures must be either 2' wide by 4' long or 2' wide by 2' long. Lessor must provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps must maintain a uniform color level throughout the lease term.

Lighting Levels**.** Fixtures must have a minimum of two tubes and must provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor must 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 must 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 must not exceed 1.4 watts per ABOA SF.
2. New Construction. The maximum fixture power density must not exceed 1.1 watts per ABOA SF.

D. Daylighting Controls. For leases 10,000 rentable SF or greater, the Lessor must 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 must be either integral to the fixtures or ceiling mounted and must maintain required lighting levels in workspaces.

E. Occupancy/Vacancy Sensors. The Lessor must 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 must be controlled by any one sensor. Occupancy sensors in enclosed rooms must 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 must 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 must 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 must 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 must 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 must 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 must comply with local energy codes.

3.36 ACOUSTICAL REQUIREMENTS (FEB 2026)

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

B. Ambient Noise Control. Ambient noise from mechanical equipment must not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices; 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) must 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.

3.37 INDOOR AIR QUALITY DURING CONSTRUCTION (FEB 2026)

A. The Lessor must 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 must 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 must 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 must 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 must 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 must 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.

3.38 ~~SYSTEMS COMMISSIONING (FEB 2026)~~ INTENTIONALLY DELETED

3.39 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, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

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

3.40 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 *Government 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 (MAY 2026)

Bare minimum TI for the Space must commence upon Lease award.

Construction of TIs and completion of other required construction work. The Lessor must complete all work as required in this Lease not later than 90 Calendar Days following Lease award.

Design and construction activities for the Space must commence upon Lease award. The Lessor must schedule the following activities to achieve timely completion of the work required by this Lease. Submittals must be provided to the LCO or designated representative or the Government's project management system.

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 Government-supplied information related to the tenant agency's interior build-out requirements. The Lessor should anticipate at least two (2) submissions of DIDs and a subsequent review meeting after each submission with VA (to include Lessor's architect) before receiving final CD review. The lessor shall conform to the project timeline provided on the table below (Calendar Days). These meetings may be held either in person or virtually, at the discretion of the Government.

Award of Lease	Day 0
Initial meeting with Government – Floor Plan Concept	Day 5
Final CD submission due to VA	Day 30
Government Review CD	Day 35

The Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. Government supplied information and direction shall consist of providing the Lessor VA equipment and furniture and product data and locations of such equipment and furniture. The Lessor shall be responsible to use the VA furnished equipment and furniture information to create equipment and furniture room layouts with accompanying engineering drawings. The Lessor will also be responsible to provide complete finish plans and schedules from the finishes selected by the Government. The Lessor shall provide a full-size paper copy of both the 100% DID Design and Final VA acceptance CD submissions of the drawings and bound project manual. It is the responsibility of the Lessor to design the building within the limits of the agreed upon TI price within the lease contract. The duration for the design and construction will not exceed 90 days from award.

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; generic 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). A full DID set must include the following elements:

1. Level 1

   a. Cover Sheet;
   b. Demolition Plan (if applicable);
   c. Construction (Finishes and Security Upgrades) Plan;
   d. Existing power and wiring diagram;
   e. Furniture Plan (generic); and
   f. Finish Plan.

2. Level 2:

   a. Reflected Ceiling Plan;
   b. Interior Elevations;
   c. Door/Hardware Schedule

C. Government review and approval of Lessor-provided DIDs. The Government must notify the Lessor of DID acceptance not later than 7 Calendar Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor must be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and acceptance of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs). The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 30 Calendar Days following the acceptance of DIDs. The pricing for this work is included under the A/E fees which are part of total Tenant Improvement cost. Note, A/E fees are not expected. 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 must promptly notify VA, and must not proceed with completion of CDs until direction is received from the LCO. The LCO must provide direction within 10 Calendar Days of such notice, but the Government must not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" must mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs. The Government must have 15 Calendar Days to review CDs prior to issuing a Notice to Proceed (NTP). At any time during this period of review, the Government must have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

G. TI Cost. All TIs required by the Government for occupancy shall be priced as part of the Lessor's lease proposal and all improvements shall meet quality standards and Government requirements. The Government will not renegotiate TI pricing post-award.

H. Construction of TIs and completion of other required construction work. The Lessor must complete all work required to prepare the Premises as required in this Lease ready for use in accordance with schedule. Coordination and installation of Government furniture, fixtures and equipment that may impact the issuance of the Certificate of Occupancy must be included in the construction schedule.

I. Construction schedule & kick-off meeting. The Lessor must furnish a detailed construction schedule to the Government within 7 Calendar Days of issuance of the NTP. Such schedule must also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **7** Calendar Days of NTP, the Lessor must initiate a construction kick-off meeting.

J. All TIs required by the Government for occupancy shall be priced as part of the Lessor's lease proposal and all improvements shall meet quality standards and Government requirements. The Government will not renegotiate TI pricing post-award.

4.02 ~~PRICE PROPOSAL: TENANT IMPROVEMENTS AND BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE) (FEB 2026)~~ INTENTIONALLY DELETED

4.03 LEASE SUBMITTALS (FEB 2026)

The Lessor must submit to the LCO or designated representative or the Government's project management system:

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. Safety Data Sheets (SDS) or other appropriate documents upon request for products listed in the Lease. All SDS must 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 must comply with all recommended measures in the SDS to protect the health and safety of personnel.

C. Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, must furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings must 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 must have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files must be submitted in a digital format. They must be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (FEB 2026)

A. The Government must 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 must coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other subcontractors on site. Access must 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. 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 must 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 must 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.

4.05 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (FEB 2026)

A. The Space must 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 must 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 must not relieve the Lessor of any other Lease requirements.

B. The Lessor must 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.

C. The Government will accept the space sooner, but is not required to accept prior to the schedule outlined in this Lease.

D. 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 must not issue this payment in increments or as partial payments.

4.06 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (FEB 2026)

A. At acceptance, the Lease term must commence on the first day of the month following acceptance. The Lease Term Commencement Date must be memorialized by Lease Amendment.

B. Prior to acceptance, the Space will be measured in accordance with the standards set forth in this Lease to determine the total ABOA/RSF in the Space, not to exceed square footage indicated in this lease. The rent for the Space will be adjusted based upon the measured ABOA and the Government will not pay for space in excess of the Government space requirement stated in the lease. Lessor shall include Government representative for the on-site measurement of space, this shall be conducted jointly, at the same time, with both representatives present. The Government will not pay for space in excess of the Government space requirement stated in the lease.

4.07 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 must pay the Government as fixed and agreed liquidated damages, $736.00 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.

4.08 ~~SEISMIC RETROFIT (FEB 2026~~) INTENTIONALLY DELETED

4.09 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (FEB 2026)

A. The Lessor's TI cost, if applicable must 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. Carrying costs are those costs of capital incurred for the delivery of TI for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees, including sales tax and construction permits associated with TI and BSAC buildout.
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI 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 must 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).

4.10 ~~GOVERNMENT PROJECT MANAGEMENT SYSTEM (MAY 2025) INTENTIONALLY DELETED~~

SECTION 5 TENANT IMPROVEMENT COMPONENTS

NOTE: The Government accepts the Leased Space in its current condition relative to the layout of the building. The Government does not anticipate performing any major renovation or buildout to the premises, other than light renovation, IT closet addition/upgrades, or bare minimum TI, preferably limited to light architectural finishes such as painting, carpet, and security enhancements. The intent of this section is to establish minimum Leased Space standards of the building shell and existing buildout of the space. The Leased Space shall meet the minimum building standards described in Lease Section 3 – Constructions Standards and Shell Components, and Section 5 – Tenant Improvement Components. The Offeror shall identify any differences between the existing offered Leased Space and that described in the Lease.

5.01 TENANT IMPROVEMENT REQUIREMENTS (FEB 2026)

The TIs must 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, must be deemed to be TI costs.

5.02 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.

5.03 WINDOW BLINDS (FEB 2026)

Window Blinds. All exterior windows must be equipped with window blinds in new or like new condition, which must 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 must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS (FEB 2026)

A. Suite entry. Suite entry doors must be provided as part of the TIs and must have a minimum clear opening of 32" wide x 84" high (per leaf). Doors must 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 must be operable by a single effort; and must meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors must 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. Interior. Doors within the Space must be provided as part of the TIs and must have a minimum clear opening of 32" wide x 80" high. Doors must 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 must be operable with a single effort, and must meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors must 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.

C. Hardware. Doors must have door handles or door pulls with heavyweight hinges. All doors must have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors must have automatic door closers. Doors designated by the Government must be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks must be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance must have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps must be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door must have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only must not have any operable exterior hardware. All security-locking arrangements on doors used for egress must comply with requirements of NFPA 101or the International Building Code current as of the Lease Award Date.

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

5.05 PARTITIONS: SUBDIVIDING (FEB 2026)

A. Office subdividing partitions must comply with applicable building codes and local requirements and ordinances and must be provided as part of the TIs. Partitioning must be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.

B. Partitioning must be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They must have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

C. HVAC must 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 must 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.

5.06 WALL FINISHES (FEB 2026)

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

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

5.07 PAINTING – TI (FEB 2026)

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

5.08 FLOOR COVERINGS AND PERIMETERS (FEB 2026)

A. Broadloom carpet or carpet tiles must meet the requirements set forth in the specifications below. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Floor covering must 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 must be repaired, stretched, and cleaned before occupancy and must meet the static buildup requirement as stated in the specifications below.

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

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

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

2. 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.

3. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

4. 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.

5. 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.

5.09 HEATING AND AIR CONDITIONING (FEB 2026)

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

Portable space heaters are prohibited for routine or supplemental temperature regulation. Remedial use is permitted only when the permanent heating system is inoperable due to documented mechanical failure. Such remedial use may occur solely during the period in which the Lessor is actively performing timely repairs and must cease immediately upon restoration of proper HVAC service. Portable heaters may not be used as a substitute for required maintenance or to delay necessary HVAC repairs.

5.10 ELECTRICAL: DISTRIBUTION (FEB 2026)

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

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

C. The Lessor must 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.

5.11 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (FEB 2026)

Telecommunications floor or wall outlets must be provided as part of the TIs. At a minimum, each outlet must house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor must 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 must be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes must be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.12 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.13 DATA DISTRIBUTION (FEB 2026)

The Lessor must purchase and install data cable as part of the tenant improvements. The Lessor must 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 must provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays must 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 must provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.14 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (FEB 2026)

A. The Lessor must 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 must be installed for electrical connections. Raceways must be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor must provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction must 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 must have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor must purchase and install data and telecommunications cable. Said cable must 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 must provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor must provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays must 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 must 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 must provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor must furnish and install suitably sized junction boxes near the “feeding points” of the furniture panels. All “feeding points” must be shown on Government approved design intent drawings. The Lessor must temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor must make all connections in the power panel and must keep the circuit breakers off. The Lessor must identify each circuit with the breaker number and must identify the computer hardware to be connected to it. The Lessor must 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. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work must 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.

5.15 LIGHTING: INTERIOR AND PARKING – TI (FEB 2026)

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

B. Pendant Style Fixtures. If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

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

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

5.16 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (FEB 2026)

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 must be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (FEB 2026)

A. The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities must be provided during these hours. The Government must have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning must be performed during normal hours.

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

6.02 UTILITIES (FEB 2026)

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

B. The Government will not accept utility baselines, consumption allowances, separate billing, or usage based overage charges for the duration of the lease.

6.03 HEATING AND AIR CONDITIONING (FEB 2026)

A. In all office areas, temperatures must conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats must be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures must be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor must 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 must be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

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

C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas must be maintained at a minimum of 50 degrees F.

D. The Lessor must conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and must make a reasonable attempt to schedule major construction outside of office hours.

E. Normal HVAC systems' maintenance must not disrupt tenant operations.

F. Medicine storage, sterile equipment storage, and information technology space must receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server room. The temperature of these rooms must be maintained at 75 degrees F during cooling months and 64 degrees F during heating months, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

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

H. See HVAC requirements as previously stated in the document. In cases where specific requirements are not defined, humidity must not exceed 60% in all areas that are mechanically cooled and heated. Reduction or elevation of humidity levels will not be allowed to compensate for inadequate building envelope design.

6.04 OVERTIME HVAC USAGE (FEB 2026)

There is to be no charge for heating or cooling outside of the Building's normal hours.

6.05 ~~PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) – OTHER THAN HVAC (FEB 2026)~~ INTENTIONALLY DELETED

6.06 JANITORIAL SERVICES (FEB 2026)

The Lessor must maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and must provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending

machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

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

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

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

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

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

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

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

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

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

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

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide the initial supply, installation, and replacement of the following items throughout leased space: paper towels, hand soap and hand sanitizer dispensers, including corresponding dispenser drip trays and batteries, as well as hand soap and sanitizer products. Replenishment of all such products and supplies shall be performed as needed, meaning whenever any item is depleted or nearing depletion so as to ensure continuous availability. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. The Lessor is responsible for maintaining the leased space in a condition that is reasonably free of pest infestations including but not limited to insects, bed bugs, rodents, and other common pests. Routine pest control services may be conducted as needed or on a scheduled basis if infestation becomes a recurring issue.

N. Nuisance Wildlife. Control nuisance wildlife, including migratory birds, in accordance with the U.S. Department of Agriculture Wildlife Services. This includes routine assessments, damage prevention strategies, individual removal as necessary to prevent conflicts, and sanitary cleanup of animal waste in all pedestrian accessible areas to maintain a safe and healthy environment

6.07 ~~SELECTION OF CLEANING PRODUCTS (FEB 2026~~) INTENTIONALLY DELETED

6.08 ~~SELECTION OF PAPER PRODUCTS (FEB 2026~~) INTENTIONALLY DELETED

6.09 SNOW REMOVAL (FEB 2026)

Lessor must provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor must clear parking lots if the accumulation of snow exceeds two (2) inches. Lessor must clear sidewalks, walkways and other entrances before accumulation exceeds one (1) inch. The snow removal must take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor must provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor must keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor must remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor must take additional measures (e.g., more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS (FEB 2026)

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, whether initially shell or added by TI, must 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 must be done in accordance with current applicable codes, and inspection certificates must be displayed as appropriate. Upon request, copies of all records in this regard must 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 must be witnessed by the Government's designated representative.

6.11 MAINTENANCE OF PROVIDED FINISHES (FEB 2026)

A. Paint, wall coverings. Lessor must maintain all wall coverings and high-performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces must 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 must be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor must repaint common areas at least every three years.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor must 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.

6.12 ASBESTOS ABATEMENT (FEB 2026)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor must 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 as determined by the LCO or designated representative.

6.13 ONSITE LESSOR MANAGEMENT (FEB 2026)

The Lessor must provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.14 IDENTITY VERIFICATION OF PERSONNEL (FEB 2026)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's leased Space, including both pre and post occupancy periods. The Lessor must comply with VA personal identity verification requirements, identified by the Personnel Security Adjudication Center (PSAC). The Lessor can find the policy and additional information at https://www.va.gov/securityinvestigationscenter/directives_and_regulatory_guidance.asp. This policy requires the Government background investigations and VA suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of Lessor, as well as employees of Lessor's contractors and subcontractors who will provide building operating services requiring routine access to the Government's leased space. 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. Generally badging requirements are:

1) PIV Card: Access VA-leased space unsupervised logical and/or physical access, full-time for more than 6 months OR more than 180 aggregate days in one year period.
2) Non-PIV Card: Unsupervised logical and/or physical access, access for less than 6 months OR less than 180 aggregate days in one year.
3) Flash Badge: Common physical access only for less than 6 months OR less than 180 aggregate days in one year.

However, VA risk and sensitivity determinations may impact the requirements.

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 Lessor will be notified with instructions for each identified contractor/personnel 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's representative (COR) (with copy to the Lease Contracting Officer (LCO)) 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 COR/LCO 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 must 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) must follow the requirements of background investigation.

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 PIV or VA access card. Lessors are responsible for all PIV/VA access card credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all Government PIV/VA access cards are returned to the COR 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 COR whenever a Government PIV/VA access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials. Unreturned PIV/VA 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 must 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.

6.15 SCHEDULE OF PERIODIC SERVICES (FEB 2026)

Upon acceptance of the Space, the Lessor must provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 ~~LANDSCAPING (FEB 2026~~) INTENTIONALLY DELETED

6.17 LANDSCAPE MAINTENANCE (FEB 2026)

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

6.18 RECYCLING (FEB 2026)

Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor must comply with such state and/or local law, code, or ordinance. When implementing any recycling program, the Lessor must provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.19 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.

6.20 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)~~ INTENTIONALLY DELETED

6.21 INDOOR AIR QUALITY (FEB 2026)

A. The Lessor must 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 must 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 must 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 must use the alternate products outside normal working hours. Except in an emergency, the Lessor must provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and must adequately ventilate those Spaces during and after application.

C. The Lessor must serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor must promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations must include testing as needed by a board-certified

industrial hygienist, to ascertain the source and severity of the complaint. The hygienist must inspect and evaluate the Space and air zones serving the Space; inspection must 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 must provide written results of any testing along with recommendations to VA.

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 must 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 must take corrective action to correct any tests or measurements that do not meet Government 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 must 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 must use high efficiency (HEPA) filtration vacuums for cleaning.

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

6.22 RADON IN AIR (FEB 2026)

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

B. Testing Procedures. For the purposes of this paragraph, the following testing procedures must 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 must:

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 Government action levels.

2. Testing sequence. The Lessor must 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 must 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, must 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 must 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 must:

   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 Government action levels.

2. Testing Sequence. The Lessor must 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 Government action levels at any time before Government occupancy, the Lessor must carry out a corrective action program which reduces the concentration to below the Government action levels before Government occupancy.

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

   c. If either the Government or the Lessor detects a radon concentration at or above the Government action levels at any time after Government occupancy, the Lessor must promptly restrict the use of the affected area and must 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 Government action levels and certifies the Space for re-occupancy.

   d. The Lessor must provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor must 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 Government action levels.

2. The Lessor must 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 must 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, must 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 Government action levels, the Government may implement a corrective action program and deduct its costs from the rent.

6.23 RADON IN WATER (FEB 2026)

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

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

6.24 HAZARDOUS MATERIALS (FEB 2026)

A. The leased Space must 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 must, 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).

6.25 MOLD AND WATER INTRUSION (FEB 2026)

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 must provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space must 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, heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor must 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 must 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 must employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection must 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 must promptly furnish water intrusion and the mold assessment report to the Government. The Lessor must 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 must provide the Government 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 must be completed within a time frame acceptable to the Lease Contracting Officer which must be no later than 90 calendar days following confirmation of the presence of an actionable condition. The Lessor must 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 must provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.26 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.

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 (OCT 2016)~~ INTENTIONALLY DELETED

7.03 FIRE PROTECTION CODE REVIEWS (VHA DIRECTIVE 7712)

Lessor is responsible for a written approval from qualified fire protection engineer(s), (independent third-party), who are not associated with the design team, shall perform fire protection code review(s) on drawings of the leased space, in compliance with VHA Directive 7712 at HTTPS://WWW.VA.GOV/VHAPUBLICATIONS/PUBLICATIONS.CFM?PUB=1 .