LEASE NO. 36C10F25L0022

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

A. This Lease is made and entered into between

Lessor's Name

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

The United States of America

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

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

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

Address

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

C. LEASE TERM

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

X Years Firm,

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

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

FOR THE LESSOR:

_____

Name: TYPE NAME

Title: TYPE TITLE

Entity: TYPE ENTITY

Unique Entity Identifier (UEI): TYPE UEI

Date: MONTH DAY, YEAR

FOR THE GOVERNMENT:

_____

Name: TYPE NAME

Title: Lease Contracting Officer

Department of Veterans Affairs

Date: MONTH DAY, YEAR

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.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES AND BUILDING (VA FEB 2026)

Premises.

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

A. Space. **XX,XXX** Rentable Square Feet (RSF), yielding **XX,XXX** ANSI/BOMA Office Area (ABOA) square feet (SF), yielding **XX,XXX** Net Usable Square Feet (NUSF), and an additional **X,XXX** RSF (yielding **X,XXX** ABOA SF / **X,XXX** NUSF) of free space, for which the Government will not be charged rent, Real Estate Taxes, or Operating Cost escalations. The free space shall be excluded from the Government's Percentage of Occupancy and from all calculations of Real Estate Taxes, the Real Estate Tax Base, and annual tax adjustments under Paragraph 2.06. The total Space under this Lease is **XX,XXX** RSF (yielding **XX,XXX** ABOA SF / **XX,XXX** NUSF), located on the **X** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit X**. All rights, responsibilities, and obligations under this Lease, including all General Clauses and attachments, apply to the entire Space under lease, including the free space.

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

A. Space. **XX,XXX** Rentable Square Feet (RSF), yielding **XX,XXX** ANSI/BOMA Office Area (ABOA) square feet (SF), and an additional **X,XXX** RSF (yielding **X,XXX** ABOA SF) of free space, for which the Government will not be charged rent, Real Estate Taxes, or Operating Cost escalations. The free space shall be excluded from the Government's Percentage of Occupancy and from all calculations of Real Estate Taxes, the Real Estate Tax Base, and annual tax adjustments under Paragraph 2.06. The total Space under this Lease is **XX,XXX** RSF (yielding **XX,XXX** ABOA SF), located on the **X** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit X**. All rights, responsibilities, and obligations under this Lease, including all General Clauses and attachments, apply to the entire Space under lease, including the free space.

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, must be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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. Overall, 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 Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking. **XX** parking spaces as depicted on the plan attached hereto as **Exhibit X,** reserved for the exclusive use of the Government, of which **XX** must be structured/inside parking spaces, and **XX** must be surface/outside parking 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 (VA FEB 2026)

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

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

[1]Shell rent reflects rental rates as follows:
(Firm Term) $**XX.XX** per RSF, as rounded to the nearest penny.
(Non Firm Term) $**XX.XX** per RSF, as rounded to the nearest penny.
[2]Operating Costs reflect a rate of $**XX.XX** per RSF, as rounded to the nearest penny.
[3]Tenant Improvement (TI) Allowance of $**XX,XXX,XX** must be made available to the Government.
[4]Parking must be provided at a rate of $**0.00** per parking space per month (structure/inside), and $**0.00** per parking space per month (surface/outside).
[5]Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. INTENTIONALLY DELETED.

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

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

1. Architect/Engineer (A/E) Fees (% of TI Construction Costs): **XX**%,
2. Lessor's Project Management Fee (% of TI Construction Costs): **XX**%, and
3. General Contractor (GC) Fee (% of TI Construction Costs): **XX**%.

E. 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.

F. 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.

1.04 TERMINATION RIGHTS (FEB 2026)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **XX** 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.

1.05 RENEWAL RIGHTS (FEB 2026)

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

	OPTION TERM, YEARS XX - XX		
	ANNUAL RENT	ANNUAL RATE / RSF	EVALUATED OR UNEVALUATED
SHELL RENTAL RATE	**$XX**	**$XX**	
OPERATING COSTS	OPERATING COST BASE MUST CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		

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

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (VA FEB 2026)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AGENCY SPECIFIC REQUIREMENTS PACKAGE – ASR COVER PAGE	X	X
- APPENDIX A – PROGRAM FOR DESIGN – PFD	X	X
- APPENDIX A.1 – PROJECT ROOM CONTENTS LIST – RCL	X	X
- APPENDIX A.2 – LEASE DESIGN NARRATIVE – LDN	X	X
- APPENDIX A.2.1 - ATTACHMENT A – ADDENDUM TO THE LEASE DESIGN NARRATIVE	X	X
- APPENDIX A.3 – ROOM DATA MATRIX – RDM	X	X
- APPENDIX A.4 – VA CBOC INFORMATION TRANSPORT SYSTEMS SPECIFICATIONS	X	X
- APPENDIX A.5 – FACILITY SECURITY LEVEL REQUIREMENTS – FSL II	X	X
- APPENDIX A.6 – CONCEPTUAL FLOOR PLAN	X	X
- APPENDIX B – VA LEASE SERVICES NARRATIVE - LSN	X	X
VA HANDBOOK 6500.6	X	X
GSA FORM 1217 – LESSOR'S ANNUAL COST STATEMENT	X	X
GSA TEMPLATE 3517B – GENERAL CLAUSES	X	X
APPROVED SMALL BUSINESS SUBCONTRACTING PLAN	X	X
DOL COUNTY WAGE DETERMINATION	X	X
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) X	X	X
LEASE EXHIBIT – BROKER PROJECT	X	X
LEASE EXHIBIT – NEW CONSTRUCTION	X	X
ENVIRONMENTAL DUE DILIGENCE REQUIREMENTS	X	X
OPERATIONS & MAINTENANCE PLAN	X	X
PROJECT MANAGEMENT PLAN	X	X
PROPOSED ABOA PLAN	X	X
PROPOSED ELEVATIONS	X	X
PROPOSED EXTERIOR RENDERINGS	X	X
PROPOSED SITE PLANS	X	X
DOOR HARDWARE STANDARDS ALERT	X	X

1.07 RENTAL ADJUSTMENT: TENANT IMPROVEMENTS (VA FEB 2026)

A. The Government, at its sole discretion, must make all decisions as to the use of the Tenant Improvement Allowance (TIA). The Government will initially pay for TIs by lump-sum and may elect to make lump sum payments for any or all work covered by the TIA. The Government may use all or a part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to have a portion of the TIA amortized in the rent in lieu of, or in combination with, a lump-sum payment. If any portion of the TIA is amortized in the rent, that part of the TIA amortized in the rent must be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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

1. Reduce the build-out requirements;

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

3. Negotiate an increase in the rent.

D. The Lessor has agreed to a Total TI Allowance amount of $**36,347,000.00** based on the Agency's Specific Requirements included in this Lease and associated appendices. This amount will be paid by the Government as a lump-sum payment in accordance with this Lease. At the Government's election, a portion of this amount may instead be amortized in the rent over the Firm Term of this Lease at an interest rate of **X** percent per year.

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (VA FEB 2026)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **XX** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **XX** RSF by the total Building space of **XX** RSF. The tax parcel number is **XX**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted to the assigned VA leasing professional and VA Contracting Officer Representative via email, after the VA LCO approve submission in the VA Tungsten Network.

1.09 INTENTIONALLY DELETED (MAY 2026)

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 by $**XX.XX** 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. $**X.XX** per hour per zone
2. No. of zones: **X**
3. $**X.XX** per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

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

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 the following additional Building improvements, as part of Shell rent:

A. XXX
B. XXX
C. XXX

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. "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).

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

6. "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.

7. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the Premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

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

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the Premises, 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.

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

7. "Non-Firm Term" means the part of the lease term following the end of the firm 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. 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.

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); and
2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 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.

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.

2.05 OPERATING COSTS ADJUSTMENT (VA FEB 2026)

A. Beginning with the second year of the Lease, effective each October 1, and each year thereafter, the Government must pay, in arrears, annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost-of-Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior to October 1 of each successive 12-month period. For example, for a Lease that commences in June 2026, the index published for May 2026 would be compared with the index for September of each succeeding year (as published by BLS the following month) to determine the percent change. The Cost-of-Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective each October 1; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost-of-Living Index for the month prior to October 1 of each 12-month period.

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

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

2.06 REAL ESTATE TAX ADJUSTMENT (MAY 2026)

A. Purpose. This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments must be calculated in accordance with this paragraph. This Real Estate Tax Adjustment paragraph does not apply to leases in the state of California.

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

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

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

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

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

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

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

7. Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base must be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

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

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

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government must pay its share of any increases and must receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment must be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment must be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government must pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

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

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

administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

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

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

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

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

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

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

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

A. Within **45** 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. Firm Financing. A firm commitment of funds in an amount sufficient to perform the work.

2. Proof of Ownership and Zoning. Proof of ownership and evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. See paragraph 7.08, Lessor's Interest in the Property and Site Control.

3. Construction Contractors Teaming Arrangements. The name(s) of 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. Evidence of teaming arrangements with both the General Contractor and the Design Team identified in the Lessor's proposal. This evidence must be in the form of letters from the principal(s) of each respective firm, on the firm's letterhead, confirming the teaming arrangement, identifying the parties, and setting forth the roles and responsibilities of each party. Such letters must be addressed to the LCO.

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

C. Within **10** Working 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.

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

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

1. Submittal of financial requirements, dates for closing on land (if applicable), and other post-award submittals required under this Lease.
2. Submittal of Design Intent Drawings and associated Government review period.
3. Submittal of Construction Documents and associated Government review periods.
4. Submittal of TI budgets and TI proposals, TI negotiation milestones, and issuance of NTP (when applicable).
5. Completion of environmental mitigation activities (if applicable).
6. Submittal of permit drawings to the authority having jurisdiction (AHJ).
7. Issuance of construction-related permits, including clearing, site, and building permits.
8. Submittal to VA of copies of permits and approved Construction Documents.
9. Start of construction.
10. Completion of principal categories of work.
11. Testing and balancing of building systems.
12. Completion of building systems certifications.
13. Final inspection.
14. Final completion of construction.
15. Issuance of the occupancy permit.

2.08 ENTITY NAME (VA FEB 2026)

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

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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.

3.03 CONSTRUCTION WASTE MANAGEMENT (FEB 2026)

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

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

B. Submittal Requirement. Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan must quantify material diversion goals and maximize the materials to be recycled and/or salvaged. Where waste disposal may be a prohibitive expense, the Lessor may request alternative means of disposal, to be approved by the LCO.

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

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.

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

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.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (VA 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 many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval 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. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor must provide to space planners, architects, engineers, construction subcontractors, etc. all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.08 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.

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.

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 reassembly of any of the ceiling components which may be required to complete the TIs. The Lessor must also bear the risk of 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 tiles 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. 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.

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

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.

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

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.

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

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.

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

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.

3.26 BUILDING SYSTEMS (FEB 2026)

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

3.27 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 (VA 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(s) 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 must promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.30 RESTROOMS (VA FEB 2026)

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

A. 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 restroom must contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A sanitary napkin/tampon dispensers and disposal bins in each Women, Unisex, and Family toilet room/restroom.
6. A disposable toilet seat cover dispenser.
7. Newly installed restroom partitions must be made from recovered materials.
8. A diaper changing station in each restroom.
9. For Multi-Stall Restrooms: A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

3.31 PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)

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

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

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

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

3.32 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.

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.

B. 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)

In accordance with the Energy Policy Act of 2005, the following provisions apply:

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

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

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
2. A description of how commissioning requirements will be met and confirmed.

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

3.39 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (VA FEB 2026)

A. Environmental Due Diligence. Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-21 or most recent revision, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

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

C. Additional Environmental Due Diligence Requirements. Additional environmental due diligence requirements applicable to this Lease, if any, are set forth in **Exhibit X, Environmental Due Diligence Requirements**. The Lessor must comply with all such requirements in addition to the obligations described above.

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 *GSA Qualifications Standards for Preservation Architects*. These standards are available at: HTTP://WWW.GSA.GOV/HISTORICPRESERVATION>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. VA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

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

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (VA MAY 2026)

Design and construction activities for the Space must commence upon the Lease Award Date. 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 VA-supplied information related to VA's interior build-out requirements. Two DID submissions must be required for review by the VA. The initial DIDs (DID 1) must be submitted not later than **20** Working Days Working Days following the Lease Award Date, provided that VA supplies such information and direction as reasonably required for Lessor to timely complete the initial submission. The VA shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. These meetings may be held either in person or virtually, at the discretion of VA. After the VA review and comment period as specified below, on the initial DID submission, the Lessor must complete and submit the complete DIDs (DID 2) within **30** Working Days following the VA review period.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; 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. DID 1 minimum requirements:

   a. Cover Sheet.
   b. Demolition Plan, if applicable.
   c. Construction (Partition) Plan.
   d. Site Plan, if applicable.
   e. Furniture Plan (Generic).

2. DID 2 minimum requirements:

   a. Cover Sheet.
   b. Demolition Plan, if applicable.
   c. Construction (Partition) Plan.
   d. Power/Communication (Electrical) Plan.
   e. Fixture, Furniture and Equipment Plan (All Items).
   f. Finish Plan.
   g. Site Plan, if applicable.
   h. Reflected Ceiling Plan.
   i. Interior Elevations.
   j. Interior Sections.
   k. Partition Type/Section Plan.
   l. Door/Hardware Schedule.
   m. Security Plan.
   n. Revit formatted files for the VA and the VA's third-party Initial Outfitting Transition and Activations contractor to assist with the coordination of VA supplied equipment. At a minimum, the Architectural, Mechanical, Electric and Plumbing (MEP), and Equipment layers will be provided. Other layers may be required based on project planning needs.

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

1. Budget proposal. The Lessor must submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal must be completed, as part of the Shell cost, within **10** Working Days of VA's approval of complete DIDs.

D. The Lessor's preparation and submission of construction documents (CDs). The Lessor as part of the TI must complete CDs conforming to the approved DIDs. Two CD submissions must be required for review by VA The interim CD submission must be between 75% and 95% complete and must be submitted not later than **15** Working Days following the approval of DIDs. After the VA review and comment period as specified below, on the interim CD submission, the Lessor must complete and submit the final CDs within **20** Working Days. The Lessor must update and submit the budget proposal based on the TIs and associated work as shown on the interim CDs. This budget proposal must be completed, as part of the Shell cost, within **10** Working Days of submission of the interim CDs. The pricing for CD work is included under the A/E fees established

under Section 1 of the Lease. If during the preparation of CDs, the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor must promptly notify VA and must not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but VA shall 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 VA's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Construction Drawings. The Lessor's CDs must include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs may also include signage, audio/visual, IT, furniture, and other specialties. CDs must be annotated with all applicable specifications. CDs must also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements. With each submission the Lessor must provide the updated Revit formatted files to the VA and the VA's third-party Initial Outfitting Transition and Activations contractor to assist with the coordination of VA supplied equipment. At a minimum the Architectural, MEP and Equipment layers will be provided, other layers may be required based on project planning needs.

F. Government review of CDs: The VA review and comment period for the interim CD submission shall be **15** Working Days from receipt. The VA shall have **15** Working Days to review final CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, VA shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

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

H. Negotiation of TI price proposals and issuance of notice to proceed (NTP). The Lessor must provide price proposals to conform to the requirements of the Lease, and the parties must negotiate a fair and reasonable price. The LCO must issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable.

I. 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 not later than **XX** Working days following issuance of NTP. 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.

J. Construction schedule & kick-off meeting. The Lessor must furnish a detailed critical path method (CPM) construction schedule to the Government within **15** Working 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. the Lessor must initiate a construction kick-off meeting.

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

4.02 PRICE PROPOSAL: TENANT IMPROVEMENTS (VA FEB 2026)

A. The Lessor's TI price proposal must be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals in accordance with FAR Subpart 15.4 obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building Shell rent or for fixtures and/or other TIs already in place must be clearly identified on the CDs and excluded from the TI price proposal(s).

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

C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified general contractors (GCs) must be invited by the Lessor to participate in the competitive proposal process. Each participant must compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) must be invited to participate in the competitive proposal process. The Lessor must demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor must accept responsibility for all prices through direct contracts with all subcontractors.

D. Each TI proposal must be (1) submitted by the proposed general contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary and (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs. General contractors must submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

E. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed subcontractors are qualified to perform the work.

F. Unless specifically designated in this Lease as a TI cost, all construction costs shall be deemed included in the Shell rent. All Building Shell

costs must be clearly identified separately from TI costs in the Lessor's TI price proposal using the TICS Table, and in accordance with 4.02 (D).

4.03 LEASE SUBMITTALS (VA 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. 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 **40** 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) or Building Information Models (BIM) files and PDFs of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings 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 or BIM program which is compatible with the latest release of AutoCAD or Revit. The required file extension is ".DWG" or ". RVT". Clean and purged BIM and PDF files 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.

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 not be required to accept space 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)

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

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, $**XX** 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~~) – INTENTIONALLLY DELETED

4.09 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (FEB 2026)

A. The Lessor's project management fee must cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, if applicable, 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 amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI 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, and on-site job supervision.

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

1. Provide 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.
6. Provide technical expertise (e.g., testing, estimating, resolving claims, or responding to inquiries).

4.10 GOVERNMENT PROJECT MANAGEMENT SYSTEM (MAY 2025)

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (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 (VA FEB 2026)

The Lessor must consult with the Government prior to developing 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. For leases 10,000 RSF or greater, the paint finish must meet applicable statutory criteria related to the use of BioPreferred material(s).

E. 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.

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

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.

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

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.

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

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

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile 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.

3. Performance requirements for broadloom and modular tile.

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

      Note. Testing must be performed in a NVLAP accredited laboratory.

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

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

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

5.09 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.

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 (VA FEB 2026)

A. The Government's normal hours of operations are established as **7:30** AM to **6:00** 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.

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

C. All utilities must remain under the Lessor's name, ownership, and responsibility throughout the duration of the Lease.

6.03 HEATING AND AIR CONDITIONING (VA 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, and hours that VA is not providing janitorial services, 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.

6.04 OVERTIME HVAC USAGE (FEB 2026)

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

B. When the cost of service is at or below the micropurchase threshold, as defined under FAR subpart 2.101, the service may be ordered orally. An invoice must be submitted to the official placing the order for certification and payment. Orders for services exceeding the micropurchase threshold must be placed by a LCO. An invoice conforming to the requirements of this Lease must be submitted to the official placing the order for certification and payment.

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

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

6.06 JANITORIAL SERVICES (VA 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.

A. Cleaning and Disinfecting Requirements. The Lessor must routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff must use products in accordance with

directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection applications and products should be chosen so as not to damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, doorknobs, key card scan pads, light switches, countertops, tabletops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

B. Pest Control. Control pests as appropriate, using Integrated Pest Management techniques.

C. Additional specifications can be found in **Exhibit X, Appendix B – VA Lease Service Narrative**.

6.07 SELECTION OF CLEANING PRODUCTS (FEB 2026)

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

6.08 SELECTION OF PAPER PRODUCTS (FEB 2026)

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

6.09 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 inches. Lessor must clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. 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 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 (3) 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.

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 Space, including both pre and post occupancy periods. The Lessor must comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at HTTP://WWW.GSA.GOV/HSPD12. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

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

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

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

E. Throughout the life of the Lease, the Lessor 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 in accordance with GSA HSPD-12 policy.

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

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

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

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

J. The Lessor 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)

Landscape management practices must prevent pollution by:

1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

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)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, Lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to VA for review and identification of any CUI building information that may be included. In addition, any documents VA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination or authorized VA employees may mark the documents.

1. Authorized recipients.

   a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with VA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to VA, or performing work under a VA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

   b. All VA personnel and contractors must be provided with CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

   a. By electronic transmission. Electronic transmission of CUI information outside of the VA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by VA policy.

   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has

been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. VA contractors and subcontractors must not take CUI building information outside of VA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

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 GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

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

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

c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor 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 GSA 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 GSA 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 GSA 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 VA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. Remediation 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.

6.27 ~~WATER MANAGEMENT PROGRAM (VA JULY 2026~~) – INTENTIONALLY DELETED

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

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

7.02 MODIFIED LEASE PARAGRAPHS (VA FEB 2026)

This lease is based on the most recent GSA template L100 and has been modified specifically for VA requirements. VA requirements are indicated by including **VA MON YEAR** in the paragraph title.

7.03 PARTNERING (VA MAY 2026)

In order to accomplish this Lease effectively, the Government intends to form a cohesive partnership with the Lessor and its subcontractors. This partnership is intended to draw on the strengths of each organization to achieve a quality project, executed correctly the first time, within budget, and on schedule. Participation in partnering will be voluntary. The focus of partnering is to build a cooperative relationship between the Government and the Lessor, avoid or minimize disputes, and nurture a collaborative ethic characterized by trust, cooperation, and teamwork. Partnering is defined as a non-contractual but formally structured relationship between the Government and the Lessor that promotes mutual, beneficial goals and a shared "we" mentality for the benefit of the project. Any cost associated with developing this partnership will be agreed to by both parties after Lease award and will be shared equally.

7.04 LESSOR'S INTEREST IN THE PROPERTY AND SITE CONTROL (VA MAY 2026)

A. Disclosure of Legal Interest. As of the Lease Award Date, Lessor represents that its legal interest in the Property is **XXX** and that such interest is sufficient to grant the Government the leasehold estate and related rights of access, use, and operation set forth in this Lease, for the full Lease term, including the post-award design and construction period, and all renewal options contemplated in the Lease. Lessor warrants that no term of any underlying site-control agreement materially impairs or conflicts with the Government's rights or use of the Premises under this Lease. If the Government determines that any such term adversely affects its interests, Lessor must, at its own expense, take all reasonable steps to cure the issue or otherwise provide assurance satisfactory to the LCO that the Government's rights will be protected. This representation and warranty are in addition to, and not in lieu of, any title certifications provided by the Lessor during the solicitation.

B. Site-Control Agreement. Lessor must provide to the LCO copies of the fully executed site-control agreement (e.g., deed, lease) that form the basis of Lessor's interest in the Property, if not already provided during the solicitation or if materially revised after initial submission. Any updates or replacements to such agreement(s) must be provided to the Government within **60** days of the Lease Award Date.

7.05 GENERAL CONTRACTOR FEE AND REQUIREMENTS (VA MAY 2026)

A. The General Contractor's Fee shall constitute compensation for the GC's home office overhead, general administrative costs, and profit associated with management and execution of the Tenant Improvements. Unless specifically identified elsewhere in the Lease as a reimbursable general condition cost or direct cost of the Work, the GC Fee shall include, but not be limited to, the following:

1. Corporate executive and administrative salaries and expenses.
2. Home office overhead and operating expenses.
3. Estimating, bidding, accounting, legal, and administrative support.
4. Project executive oversight not dedicated full-time to the Project site.
5. Corporate insurance costs not specifically reimbursable under the Lease.
6. Profit.
7. Small tools, incidental consumables, and minor office supplies not directly attributable to a specific scope of work.
8. Costs associated with obtaining and maintaining the GC's business operations.
9. Coordination, supervision, scheduling, and management activities not specifically identified as reimbursable field general conditions.
10. Any costs not expressly identified in the Lease as reimbursable costs of the Work.

B. The Lessor's project management fee must not be or used to pay for the General Contractor's general liability insurance or builder's risk insurance, which are distinct costs that must be separately accounted for.

C. The GC Fee will be the negotiated fee established under this Lease and will be applied to both the initial build-out of Space and all post-DID change order work, if required, prior to the Government's acceptance of the Space.

7.06 OFF-PREMISES IMPROVEMENTS (VA MAY 2026)

The cost of all improvements outside the Premises will be borne by the Lessor.

A. The Lessor is responsible for:
   1. Determining the cost of off-Premises improvements prior to the Lease Award Date, and
   2. Including the costs of off-Premises improvements in the proposed rent.

B. At its own cost, the Lessor must perform and complete all off-Premises work and improvements, which may include, but are not limited to:
   1. Street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, and drainage facilities.
   2. Accesses, survey monuments, demolition of abandoned buildings or outbuildings, septic systems, USTs, and wells. All off-Premises improvements must:
      i. Be constructed in accordance with applicable Federal, State, and local laws, regulations, standards, and specifications.
      ii. Have all required permits and approvals obtained before work begins.
      iii. Include any needed hazardous material abatement, remediation, removal, or other environmental cleanup required by Federal, State, and local law, which is the Lessor's sole responsibility.

C. "Hazardous materials" includes, but is not limited to:
   1. Substances defined as "hazardous substances" under CERCLA.
   2. Wastes defined as "hazardous waste" under RCRA.
   3. Substances regulated by the Toxic Substances Control Act.
   4. Gasoline, diesel fuel, and other petroleum hydrocarbons.
   5. Asbestos and asbestos-containing materials, friable or non-friable.
   6. Polychlorinated biphenyls (PCBs).
   7. Any other substances or materials classified as hazardous or toxic under applicable Federal, State, or local laws and regulations.

D. The Lessor is responsible for:
   1. Proper construction, maintenance, and legal compliance for all required off-Premises improvements throughout the lease term.
   2. Any restoration or removal of off-Premises improvements at completion or termination of the lease, including removal or remediation of environmental, safety, and hazardous materials, which is not the Government's responsibility.

7.07 LESSOR DUE DILIGENCE (VA MAY 2026)

The Lessor acknowledges its duty to conduct reasonable site inspections for the proposed site. The Lessor warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work. The Lessor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground. The Lessor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the site.

7.08 FIRE AND CASUALTY DAMAGE (VA OCT 2024)

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

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

   1. Within fifteen (15) days after the incident of such fire or other casualty, the Lessor certifies in writing that the space can be repaired and the premises restored to tenantable condition within two hundred seventy (270) calendar days of the date of such certification by the Lessor, subject to *Excusable Delays*; and
   2. Within thirty (30) days after the incident of such fire or other casualty Lessor locates, leases, and obtains, or otherwise makes available to Government alternative temporary replacement space ("Replacement Space") to substitute for the untenantable portion of the premises, until such time as the premises have been repaired or restored. Replacement Space must be within a radius of five (5) miles from the Premises, or such other area as the Government may then consider for relocation (the "Service Area"). The Lessor is responsible for providing a shuttle service between the Replacement Space as a part of the rental rate. The Government will cooperate with Lessor to arrange the relocation of the services provided at the premises. Such Replacement Space must be medical clinic space that is substantially equivalent to the premises. Approval of Replacement Space by the Government will not be unreasonably withheld. During the period when the Government is utilizing Replacement Space, all other terms and conditions of the Lease shall remain the same except:
      i. The Replacement Space must be substituted for the untenantable portion of the premises, and
      ii. During the term the Government occupies the Replacement Space, the Government shall continue to pay the rental rate specified in the lease contract; provided, however, that the Government shall not be obligated to pay rent for any Replacement Space located in another Government facility.
      iii. If the Lessor's rental rate for the Replacement Space is less than Government's then-current rental rate for the premises, then Government's rental rate shall decrease per the difference between the lease rate for the premises and the replacement space.

3. The Lessor and the Government agree that if this Lease must not be terminated as provided in this clause (a), the Lessor must:
    i. Provide to the Government, within fifteen (15) days of such damage or destruction, the Lessor's time schedule and plan for the repair and restoration of the premises; and
    ii. Within thirty (30) days, promptly commence such repair and restoration of the premises to tenantable condition; and
    iii. Diligently and continuously, except for Excusable Delays, pursue such repair and restoration of the premises to completion within such twelve (12) month period.
4. Within thirty (30) days prior to the completion of interior construction, the Lessor must issue written notice to the Government to inspect the space. The Government will have fifteen (15) days to inspect and to either accept or identify items to be remedied prior to acceptance of the subject space. Upon acceptance by the Government of such repair and restoration, the rent will commence, and the Government shall reoccupy the premises. The rent shall be abated for the premises until the premises is restored to a tenantable condition effective from the date of damage or destruction and is accepted as substantially complete by the Government; provided, however, that the Government shall pay rent for the Replacement Space (as set forth in clause (a) (ii) above). If, despite such diligent and continuous pursuit of such repair or restoration, the Lessor has not substantially completed such repair and restoration within such twelve (12) month period, the Government may terminate this Lease for default, and, upon such termination, the Government's obligation shall cease as well as the Lessor's obligations with respect to the Replacement Space.
5. If Lessor certifies that the space can be repaired and the premises restored to tenantable condition within a period of time greater than twelve (12) months, and Lessor otherwise fulfills the requirements set forth in this clause, then Government may, at its option, choose not to terminate this Lease and to proceed as set forth in this clause.

B. In the event of a partial destruction or damage that renders a part of the premises untenantable, as reasonably determined by the Government, then:
    1. The Lessor must, within thirty (30) days, diligently commence the repair or restoration of those damaged portions of the Premises to their former condition.

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

D. If the Government chooses to not terminate the lease, repairs and restoration will proceed as set forth in this clause, and
    1. The rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the Premises is untenantable effective from the date of such partial destruction or damage, and
    2. Within thirty (30) days prior to the completion of interior repair and restoration, the Lessor must issue written notice to the Government to inspect the space.

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

F. Within thirty (30) days after the incident of partial destruction or damage that renders a part of the Premises untenantable Lessor locates, leases and obtains, or otherwise makes available to Government alternative temporary replacement space ("Replacement Space") to substitute for the untenantable portion of the Premises, until such time as the Premises have been repaired or restored. Replacement Space may be in multiple locations within the delineated area specified in the original Request for Lease Proposals issued with this lease. The Lessor is responsible for providing a shuttle service between the Replacement Space as a part of the rental rate capable of transmitting 20 passengers per hour round trip. The Government will cooperate with Lessor to arrange the relocation of the services provided at the Premises. Such Replacement Space must be medical clinic space that is substantially equivalent to the Premises. Approval of Replacement Space by the Government will not be unreasonably withheld. During the period when the Government is utilizing Replacement Space, all other terms and conditions of the Lease must remain the same except:
    1. The Replacement Space must be substituted for the untenantable portion of the Premises, and
    2. If Lessor's rental rate for the Replacement Space is greater than Government's then-current rental rate for the Premises, then Lessor may increase Government's rental rate for the Replacement Space to equal Lessor's rental rate for the Replacement Space, to a maximum of 10% per Office Area square foot; provided, however, that the Government shall not be obligated to pay rent for any Replacement Space located in another Government facility.
    3. If the Lessor's rental rate for the Replacement Space is less than Government's then-current rental rate for the Premises, then Government's rental rate shall decrease per the difference between the lease rate for the Premises and the replacement space.

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

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

7.09 AGENCY SPECIFIC REQUIREMENTS SHALL PREVAIL (VA MAY 2026)

If requirements in **Exhibit X, Appendices X - X – Agency Specific Requirements**, exceed the requirements within this Lease, then the more stringent shall apply.

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

Lessor's Project Team, Design Team, and General Contractor Team as proposed prior to the Lease Award Date (Key Personnel), should remain intact through substantial completion. Changes in Key Personnel must only be requested by Lessor for good cause (illness, death or change of employment by Key Personnel) and proposed substitutions must be acceptable to the LCO. If changes in the Key Personnel are approved by the Government, no increase in contract price nor delay in delivery shall be allowed as a result of Lessor's substitution or addition of Key Personnel.

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

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