

Lease No. GS-04B-61971

GSA FORM L201-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

Montgomery Airport Authority

("the Lessor"), and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

10 YEARS,

commencing on **October 15, 2011**, subject to the terms and conditions set forth below.

A. **Rental Consideration.** In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. **Early Termination Right.** After the 5TH YEAR anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early termination of this Lease by giving at least 60 days written advance notice to the Lessor.

C. **Renewal Options.** This Lease may be renewed at the option of the Government for a term of **0 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

D. **Documents Incorporated By Reference.** The following documents are incorporated by reference, as though fully set forth herein:


1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. 0AL2079.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. **Tenant Hours of Operation.** The Government shall be entitled to routinely occupy and use the Premises during the following hours:

	Start	End
Weekdays:	9:00 AM	5:00 PM
Saturdays:	-	-
Sundays:	-	-
Federal Holidays:	-	-

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:




Mark Wnuk

Authorized Representative

Date: March 30, 2012

For the Government:



William Justin Kidwell

Lease Contracting Officer

Date: September 10, 2012

II. General Terms and Conditions.

A. *Definitions, Standards, and Formulas.* 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:

1. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not leased to the Government, but for which access by the Government is reasonably necessary or anticipated with respect to the Government's enjoyment of the rights granted under the Lease.
2. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
3. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
4. **Days.** All references to days in this Lease shall be understood to mean calendar days.
5. **FAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
6. **GSAR.** All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
7. **Commencement Date.** The Lease's Commencement Date means the date on which the lease term commences.
8. **Effective Date.** The Lease's Effective Date means the date that the Lessor's obligations under the Lease commence.
9. **The Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent with respect to the description of the Space, Exhibit A shall be controlling. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
10. **The Property.** The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights).
11. **The Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
12. **Standard for Measuring Office Area and Other Space.** For the purposes of this Lease, Space shall be measured in accordance with the applicable standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA). For Office Area, ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ANSI/BOMA Office Area.
13. **Standard for Determining Common Area Factor.** The Common Area Factor ("CAF") is the conversion factor expressed as the percentage of space in the Premises that constitutes Common Area. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
14. **Formula for Calculation of Rentable Area.** Rentable Area is calculated using the following formula for each type of Space (e.g., Office, Warehouse, etc.) included in the Premises: $\text{ANSI/BOMA Square Feet of Space} \times (1 + \text{CAF}) = \text{Rentable Square Feet}$.
15. **Formula for Calculation of Rent.** The rental consideration shall be calculated by multiplying the Rentable Square Feet in the Premises for each type of Space delivered for occupancy and use by the applicable rental rate set forth in Exhibit A. The annual rent shall be established in accordance with Paragraph III.A.5.

B. *Authorized Representatives.*

1. The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease:

For the Government:

William Justin Kidwell
Lease Contracting Officer ("LCO")
77 Forsyth St SW Ste 500, Atlanta, GA 30303-3458
404-562-5033: Office
404-803-3137: Cell
404-562-0869: Fax
justin.kidwell@gsa.gov

For the Lessor:

See Box 18B on Exhibit A

2. No person other than those designated in this paragraph shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the LCO identified in this paragraph.

C. *Notices.*

1. All notices that may be required under any clause of this Lease shall be in writing, and sent to either the Authorized Representative specified above, or to the following representatives:

For the Government:

William Justin Kidwell
77 Forsyth St SW Ste 500, Atlanta, GA 30303-3458
404-562-0869: Fax

For the Lessor:

See Box 18B on Exhibit A

2. Either party may change the designation of its representative for the receipt of notices by providing notice of such change in accordance with this clause.

3. Unless otherwise specified, all notices sent by United States Mail will be deemed effective as of the date of mailing; however, only a receipt or postmark issued by the United States Postal Service shall be valid for establishing date of mailing. For all means of notice other than the United States Mail, notice shall be effective upon receipt.

4. Designation of other representatives by either party for various other purposes, such as property management matters or emergency contacts, shall not be understood to designate a representative for the receipt of notices under this Lease.

D. *Use of Appurtenant Areas.* The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. If the rights granted under this Lease include the use of rooftop areas for the installation of antennas (to include dish antennas and all related equipment), the Government shall have the non-exclusive right of access to, and use of, all building areas (e.g., chases, plenums) necessary for the use and operation of such equipment.

E. *Building Security Measures.*

1. *Deterrence to Unauthorized Entry.* The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the Property. The Lessor shall ensure that [REDACTED] and lighting are not obstructed.

2. *Temporary Security Measures Due to Immediate Threat.* The Government shall have the right, at its own expense and with its own personnel or contractors, to temporarily heighten security in the building under lease during emergency situations such as terrorist attacks, natural disaster, and civil unrest.

3. *Access to Utility Areas.* Only Lessor's authorized personnel shall have access to utility areas in the building.

4. *Access to Building Information.* The Lessor shall strictly control all building information, including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures. The Lessor shall only release such information to authorized personnel, as approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

5. *Development, Implementation, and Periodic Review of Occupant Emergency Plans.* The Lessor shall cooperate and participate in the Government's development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP.

6. *Shutdown of HVAC.* Lessor shall provide for procedures for the immediate notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and LCO for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

7. *Identity Verification of Personnel. (MAY 2007)*

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

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

c. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Government's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

i. The Government shall have the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

ii. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

iii. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the LCO (or the LCO's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The LCO will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

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

8. **Entry Security:** [REDACTED]. The Lessor shall permit installation of a perimeter [REDACTED] [REDACTED] to be operated and maintained by the Government.
9. [REDACTED]. The Lessor shall permit installation of a twenty-four hour [REDACTED] to be operated and maintained by the Government. The Government will determine the exact number of [REDACTED] and locations, and will make available to the Lessor relevant equipment specifications. If such a system is installed, the Lessor shall permit the Government to post signs advising of [REDACTED]
10. [REDACTED]. The Lessor shall permit the stationing of [REDACTED], provided by the Government and [REDACTED] for such purposes as, [REDACTED], and [REDACTED] and [REDACTED]. The number of [REDACTED] required will be based on the Government's building security assessment, which will address the quantity and location of security equipment. Appropriate [REDACTED] shall be made available for this purpose.

E. Change of Ownership.

1. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within 5 days of the transfer of title.
2. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
3. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor") and the new owner or assignee ("Transferee") shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.
4. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
5. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to recognize the Transferee as its Lessor until (a) the payment of rent has commenced; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
6. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration ("CCR") (See FAR 52.232-33), provide the information to be substituted in Exhibit A, Section III, and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).
7. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under subparagraph E.4., the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be promptly made and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph E.6. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

F. Maintenance of the Property, Right to Inspect. The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

G. Fire and Casualty Damage. If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 180 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are untenable, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

H. Default by Lessor. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

1. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
2. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or

value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, such that the tenantability or safe and healthful occupancy of the Premises is substantially impaired, the Government may terminate the Lease on account of the Lessor's default.

3. **Excuse.** Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall be excused if the failure is caused by the Government's failure to perform its obligations under this Lease; or if such failure arises from an event of fire or other casualty. So long as failure is not the result of the foregoing conditions, the Lessor shall be excused unless its failure in performance arises from:

- a. Circumstances within the Lessor's control;
- b. Circumstances about which the Lessor had actual or constructive knowledge prior to the effective date of the Lease that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters (including weather conditions that are not unusual or severe);
- c. The condition of the Property;
- d. The acts or omissions of the Lessor or the Lessor's contractors; or
- e. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

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

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

J. **Mutuality of Obligation.** The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

K. **Changes.**

1. The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

2. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- a. An adjustment of the delivery date;
- b. An equitable adjustment in the rental rate; or
- c. A lump sum equitable adjustment.

3. The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

4. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

L. **Compliance With Applicable Law.** Lessor shall comply with all Federal, state and local laws applicable to its ownership of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and will obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

M. **Adjustment for Vacant Premises.** If the Government elects to vacate the premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Line 14 of Exhibit A. The Government shall be entitled to reduce the rent thirty days after providing notice of vacating the Premises.

N. **Maintenance of Provided Finishes.**

1. **Paint.** Lessor shall repaint all painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.

2. **Carpet and Flooring.**

- a. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - i. backing or underlayment is exposed;
 - ii. there are noticeable variations in surface color or texture;
 - iii. it has curls, upturned edges, or other noticeable variations in texture;
 - iv. tiles are loose, or
 - v. tears and/or tripping hazards are present.

O. **Asbestos Abatement.** If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the LCO the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with [REDACTED], state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

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

III. Building and Tenant Improvements.

A. *Design and Construction Standards Applicable to Building Shell, Common Areas, and Tenant Improvements.* The existing Building Shell, Common Areas, and Tenant Improvements are accepted by the Government in "as-is" condition. Because this Lease continues the Government's occupancy of the premises described in Exhibits A and B, a formal acceptance and measurement of the Space is hereby waived by the Government.

1. *Base Building.* Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. *Fire and Life Safety.*

a. *Means of Egress.*

- i. The Premises shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- ii. The Premises shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

c. *Portable Fire Extinguishers.* Lessor shall provide, inspect, and maintain portable fire extinguishers within the Premises in accordance with National Fire Protection Association (NFPA) Standard No. 10.

3. *Accessibility.* Accessibility to persons with disabilities shall be required throughout the Property 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 shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

B. *Energy Independence and Security Act.*

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 effective date of the Lease.

2. If the Premises are located in a building that was ineligible for ENERGY STAR® consideration on the effective date of the Lease, and none of EISA's statutory exceptions for the ENERGY STAR® Label at award applies, the Lessor shall earn the ENERGY STAR® Label within 18 months of acceptance of the Space, or as soon thereafter as the building is eligible for ENERGY STAR® consideration.

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

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the effective date of a succeeding or superseding lease); or
- b. Complete those 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 effective date of a succeeding or superseding lease).

IV. Services.

As part of the rental consideration, the Lessor shall provide the following services to the Premises. With the exception of Janitorial Services, which may be provided on weekdays only, all services, maintenance, and utilities shall be provided for the Tenant Hours of Operation specified in Paragraph I.E.

A. *Utilities.* The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

B. *Heating and Air Conditioning.* In all office areas, temperatures shall conform to local commercial standards and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the Premises, regardless of outside temperatures, during the operating hours specified in this Lease. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO or other GSA representative as may be designated by the LCO. Simultaneous heating and cooling are not permitted.

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

C. *Overtime Usage.* The Government shall have access to the Space at all times without additional payment, including, during times other than the routine business hours indicated in Paragraph I.E., the use of necessary services and utilities such as elevators, toilets, lights and electric power.

If there is to be a charge for heating or cooling outside of the building's normal operating hours as set forth in Boxes 8A and 8B on Exhibit A, such services shall be provided at the hourly rate set forth at Line 15 of Exhibit A. Overtime usage services may only be ordered by the Government's Authorized Representative.

D. Janitorial Services. The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency that such tasks are performed up to the frequency set forth below without incurring liability for an adjustment under the Changes clause at Paragraph II.K.

1. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Premises.
2. Three Times a Week. Sweep or vacuum stairs.
3. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. Every Two Years. Shampoo carpets in all offices and other non-public areas.
11. Every Five Years. Dry clean or wash (as appropriate) all draperies.
12. As Required. Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters.

13. Unless otherwise specified, cleaning shall be performed outside of the Tenant Hours of Operation specified in Paragraph I.E.

E. Selection of Cleaning Products. The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.

Examples of acceptable products may be found www.gsa.gov/p2products.

F. Selection of Paper Products. The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

G. Snow Removal. Lessor shall provide snow removal services for the Government on all days for which this Lease has designated Tenant Hours of Operation in Paragraph I.E. Lessor shall clear parking lots if the accumulation of snow exceeds 2 inches. Lessor shall clear sidewalks, walkways and other entrance if the accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the Tenant Hours of Operation. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

V. Clauses Incorporated by Reference.

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the LCO will make the full text available, or the full text may be found in GSA Form 3517C at <http://www.gsa.gov/leasingform>. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the

FAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR except to the extent that clauses prescribed by the FAR are expressly incorporated into this Lease.

- A. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) (VARIATION)
- B. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) (Applicable to leases over \$30,000.)
- C. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$650,000.)
- D. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
- E. FAR 52.219-1 SMALL BUSINESS REPRESENTATIONS (MAY 2004) (Applicable to leases exceeding the micro-purchase threshold)
- F. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jul 2010) (Applicable to leases over \$550,000.)
- G. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$550,000.)
- H. FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (APR 2008) (Applicable to leases exceeding \$550,000)
- I. FAR 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009) (Applicable if lease exceeds five years and the micro-purchase threshold)
- L. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
- K. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Applicable to leases over \$10,000.)
- L. FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applicable to leases over \$100,000.)
- M. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
- N. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applicable to leases over \$100,000.)
- O. FAR 52.223-6 DRUG FREE WORKPLACE (MAY 2001)
- P. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) (Applicable to leases exceeding the micro-purchase threshold.)
- Q. FAR 52.232-33 ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACT REGISTRATION (OCT 2003)
- R. FAR 52.233-1 DISPUTES (JUL 2002)
- S. GSAR 552.232.25 PROMPT PAYMENT (NOV 2009)

VI. Additional Terms and Conditions.