

**LEASE NO. GS-11P-LVA12674**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)

This Lease is made and entered into between

**CESC SKYLINE LLC**

(Lessor), whose principal place of business is C/O VORNADO/CHARLES E. SMITH L.P., 2345 CRYSTAL DRIVE, SUITE 1100, ARLINGTON, VA 22202, and whose interest in the Property described herein is that of Fee Owner, and

**THE UNITED STATES OF AMERICA**

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

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

**SIX SKYLINE PLACE – 5109 LEESBURG PIKE, FALLS CHURCH, VA 22043-3260**

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

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning ~~either upon JANUARY 15, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later,~~ and continuing for a period of

**5 YEARS FIRM TERM PLUS [REDACTED] RENEWAL OPTION,**

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

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

**FOR THE LESSOR:**

CESC Skyline LLC

\_\_\_\_\_  
Name: [REDACTED]  
Title: Executive Vice President  
Date: 12/31, 2014

[REDACTED]

Title: Manager - Executive Office  
Date: December 31, 2014

**FOR THE GOVERNMENT:**

[REDACTED]

Michelle Pindell  
Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 2/5/2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 97,301 rentable square feet (RSF), yielding 80,946 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floor(s) and known as Suite(s) 302, 306, 319, 401, 500, 513, 700, 701 and 817, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. The following is the square footage breakout by occupied floor.

FLOOR	SUITE	ABOA SF	RSF
3	302, 306, 319	17,508	21,472
4	401	3,640	4,497
5	500, 513	21,434	26,254
7	700, 701	32,512	37,809
8	817	5,852	7,269
<b>TOTAL</b>		<b>80,946</b>	<b>97,301</b>

B. Common Area Factor: The Common Area Factor (CAF) is established as 20.20483 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

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

A. Parking: Two (2) parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which two (2) shall be structured/inside parking spaces, and zero (0) shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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 CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,444,652.81	N/A
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	N/A
OPERATING COSTS <sup>3</sup>	\$ 668,979.19	N/A
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	N/A
PARKING <sup>5</sup>	\$ 0.00	N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$3,113,632.00</b>	<b>N/A</b>

Shell rent calculation:

(Firm Term) \$25.1246422 per RSF multiplied by 97,301 RSF

(Non-Firm-Term) \$XX per RSF multiplied by XX RSF

<sup>2</sup>The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.

<sup>3</sup>Operating Costs rent calculation: \$6.8753578 per RSF multiplied by 97,301 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs described under sub-paragraph H below

The Lease includes eight (8) months of Free Rent during the firm term of the Lease and [REDACTED] of [REDACTED] for the Non-Firm Term (i.e. the Renewal Term). The monthly rent during these months will be abated in its entirety.

~~In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.~~

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

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

~~D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

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

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

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

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

~~H. Additional parking, up to a maximum of 187 parking spaces, shall be available for lease by the Government or individual employees at a rate of \$112.00 per unreserved parking space per month (structured/inside), and \$224.00 per reserved parking space per month (structured/inside). The two (2) reserved, structured/inside parking spaces required under this Lease shall be provided at no cost to the Government.~~

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. Additionally, the Lessor has included eight (8) months of free rent, where the monthly rent shall be abated in its entirety, in the firm term of the Lease. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*

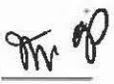
Month 5 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.\*

Month 6 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.\*

Month 7 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.\*

Month 8 Rental Payment \$259,469.3333 minus Free Rent of [REDACTED] equals [REDACTED] adjusted 8<sup>th</sup> Month's Rent.\*

Month 9 Rental Payment \$259,469.3333 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9<sup>th</sup> Month's Rent.\*

LESSOR:  GOVERNMENT: 

Month 10 Rental Payment \$259,469.3333 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 10<sup>th</sup> Month's Rent.\*  
 \*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

C. In the event the Government exercises its option to renew, the Lessor has included [REDACTED]s of [REDACTED] where the monthly rent shall be abated in its entirety, in the Renewal Term of the Lease. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the rental payments due and owing under this Lease shall be reduced to recapture fully this free rent. The reduction in shell rent shall commence with the sixty-first (61) month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 61 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 61<sup>st</sup> Month's Rent.\*
- Month 62 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 62<sup>nd</sup> Month's Rent.\*
- Month 63 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 63<sup>rd</sup> Month's Rent.\*
- Month 64 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 64<sup>th</sup> Month's Rent.\*
- Month 65 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 65<sup>th</sup> Month's Rent.\*
- Month 66 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 66<sup>th</sup> Month's Rent.\*
- Month 67 Rental Payment [REDACTED] minus Free Rent of [REDACTED] equals [REDACTED] adjusted 67<sup>th</sup> Month's Rent.\*  
 \*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, 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 shall 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 shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (SEP 2013)**

This Lease may be renewed at the option of the Government for a term [REDACTED] at the following rental rate(s):

SHELL RENTAL RATE	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
OPERATING COSTS	OPERATING COST BASIS SHALL 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 120 calendar 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 full force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS FOR LEVEL 2	5	C
GSA FORM 3517B – GENERAL CLAUSES	47	D
GSA FORM 3518 – REPRESENTATIONS AND CERTIFICATIONS	10	E
GSA FORM 1217 – LESSOR'S ANNUAL COST STATEMENT	1	F
UNIT PRICE LIST	3	G
GSA FORM 12000 – FIRE PROTECTION AND LIFE SAFETY	20	H
SMALL BUSINESS SUBCONTRACTING PLAN	10	I

**1.08 TENANT-IMPROVEMENT-RENTAL-ADJUSTMENT (SUCCEEDING) (SEP 2013)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the

LESSOR:  GOVERNMENT: 

~~Government elects to make a lump sum payment for the Tlc after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.~~

**1.09 BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

~~For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$XX.XX per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of X percent.~~

**1.10 BUILDING-SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

~~A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed upon amortization rate over the Firm Term.~~

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

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

- ~~1. Reduce the security countermeasure requirements;~~
- ~~2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or~~
- ~~3. Negotiate an increase in the rent.~~

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

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 30.65747 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 97,301 RSF by the total Building space of 317,381 RSF.

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

~~The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$XX. Tax adjustments shall not occur until the tax year following lease commencement has passed.~~

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.8753578 per RSF (\$668,979.19 / annum).

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by ~~\$XX.XX per ABOA SF of Space vacated~~ by the Government in accordance with the following table.

RANGE	ABOA SF VACATED	RENTAL RATE ADJUSTMENT
Less than Half Floor	0 - 15,378	\$0.00 per ABOA SF
Half Floor	15,379 - 30,758	\$1.12 per ABOA SF
Full Floor	30,758	\$1.99 per ABOA SF
Entire Leased Premises	80,946	\$1.99 per ABOA SF

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- ~~• \$X.XX per hour per zone~~
- ~~• Number of zones: X~~
- \$57.30 per hour for the entire Leased Premises.

**1.16 24-HOUR HVAC REQUIREMENT (APR 2011)**

~~The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24 hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an~~

LESSOR:  GOVERNMENT: 

annual rate of \$X.XX per ABCA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements prior to acceptance of the Space:

- A. The Lessor shall patch and repaint all cracks and surface deficiencies above and around doorways on common area walls and within the Government's Space.
- B. The Lessor, at its sole cost and expense, shall complete the following Fire Protection Life Safety recommendations / corrections within 120 calendar days of the Lease Commencement Date.

- i. **FINDING 1:** The exit remoteness is less than one-third the length of the maximum overall diagonal dimension of the sprinklered building.

**RECOMMENDATION:** RJA [the building engineering firm that completed the evaluation] understands that this is an existing condition. The building complies with the 1984 Building Code, the relevant code at the time of construction; therefore, it is not required to meet the one-third the length of the maximum overall diagonal dimension.

**CODE REFERENCE:** NFPA 101, Section 7.5.1.3.3.

- ii. **FINDING 2:** Stairs A, B, and C discharge through the interior of the building. Not more than 50 percent of the required number of exits and not more than 50 percent of the required egress capacity is permitted to discharge through the building.

**RECOMMENDATION:** RJA understands that this is an existing condition. The building complies with the 1984 Building Code, the relevant code at the time of construction. Confirm that Level 01 lobby is separated from the remainder of Skyline 6 [the Building] via minimum 2-hour construction. Confirm that all doors opening to Level 01 lobby automatically close and positively latch. Based on the configuration of the Level 01 lobby, it is not possible to separate the elevator bank from the remainder of the lobby to form an exit passageway.

**CODE REFERENCE:** NFPA 101, Section 7.7.2

- iii. **FINDING 3:** Unsealed penetrations were found in nearly all electrical and telephone closets on Floors 02 through 09.

**RECOMMENDATION:** Provide required through-penetration firestop assembly to maintain fire barrier integrity.

**CODE REFERENCE:** NFPA 101, Section 8.3.5.1.

- iv. **FINDING 4:** The majority of the fire rated doors, including stair exit doors and doors into electrical/telephone closets, have had their UL label painted over.

**RECOMMENDATION:** Remove the paint from the UL door label and door frame label.

**CODE REFERENCE:** NFPA 101, Section 8.3.3.2.3.

- v. **FINDING 5:** The majority of the electrical closets and telephone closets have fire-rated doors that do not automatically close and positively latch.

**RECOMMENDATION:** Provide repairs such that self-closing device is operational and that the door completely closes when operated from the full open position. Confirm that latching hardware operates and secures the door when it is in the closed position.

**CODE REFERENCE:** NFPA 80, Section 5.2.4.2.

- vi. **FINDING 6:** The Mezzanine Mechanical Room is separated from the Stair B exit enclosure via a required vestibule. However, the door separating the vestibule from the Mechanical Room has been propped open.

**RECOMMENDATION:** Make modifications such that the self-closing device is operational, and the door completely closes when operated from the full open position. Confirm the latching hardware operates and secures the door when it is in the closed position.

**CODE REFERENCE:** NFPA 101, Section 7.1.3.2. and NFPA 80, Section 7.1.3.2.

- vii. **FINDING 7:** New Fire Command Center does not contain annunciator unit visually indicating the location of the elevators and whether they are operational.

**RECOMMENDATION:** Provide elevator status panel in Fire Command Center.

**CODE REFERENCE:** IBC, Section 911.1.5.

LESSOR:  GOVERNMENT: 

viii. **FINDING 8:** At all entrances to the exit stairs, the manual pull station is installed within 5 feet of the exit door. The current edition of the IBC adopted by the local jurisdiction requires the location of manual pull stations to be unobscured. The existing manual pull stations are obscured when stair exits are approached from the east and west sides of the floor.

**RECOMMENDATION:** The existing manual pull stations are installed in compliance with the 1984 BOCA National Building code, the relevant code at the time of construction. Maintain the existing manual pull stations in existing locations.

**CODE REFERENCE:** IBC, Section 907.4.2. and IBC, Section 907.4.2.6.

ix. **FINDING 9:** Valve supervisory (tamper) switches throughout the Building are not monitored by the Building fire alarm system. Rather, valves are padlocked in the open position.

**RECOMMENDATION:** Provide all system modifications necessary to electrically supervise all valves controlling the water supply for the automatic sprinkler system, including control valves at the fire pump and control valve serving garage dry-pipe sprinklers. Additionally, provide an approved, supervised control valve at the point of connection to the riser on each floor.

**CODE REFERENCE:** IBC, Section 903.4 and IBC 903.4.3.

x. **FINDING 10:** Fire alarm visual notification is significantly deficient in tenant spaces being offered for lease. Several of the tenant spaces are not provided with visual notification at all. In tenant spaces with visual notification, there are significant gaps in the coverage required by NFPA 72.

**RECOMMENDATION:** Advise tenant of deficiency so the tenant may take appropriate action to provide fire alarm notifications within the leased space.

**CODE REFERENCE:** NFPA 72, Section 18.4.

xi. **FINDING 11:** Fire alarm notification speakers were observed in all tenant spaces to be offered. However, audibility testing is outside the scope of this survey and minimum audibility/intelligibility levels could not be verified. Based on the visual inspection of the speaker placement, it appears that additional speakers may be required as part of future tenant fit-out to comply with audibility/intelligibility requirements of NFPA 72.

**RECOMMENDATION:** Advise tenant of deficiency so that the tenant may take appropriate action to provide fire alarm notification within the leased space.

**CODE REFERENCE:** NFPA 72, Section 18.4.

xii. **FINDING 12:** Fire pump packing appears to be loose and releasing excessive water.

**RECOMMENDATION:** After consulting with the building engineer, it appears that fire pump packing may be loose and possibly require servicing and/or replacement. The fire pump is relatively new and may still be under warranty. Recommend requesting a service call from fire pump contractor for further assessment.

**CODE REFERENCE:** N/A

xiii. **FINDING 13:** Simplex 4100ES Fire Alarm Control Panels sold by SimplexGrinnell from March 2004 through June 2014 are being recalled due to a defective chip in the alarm panel that can cause premature battery failure and prevent activation of devices during alarm condition.

**RECOMMENDATION:** Recommend contacting fire alarm system installing contractor to inquire whether the new Simplex 4100ES Fire Alarm Control Panel installed at Skyline 6 [the Building] is affected by the recall.

**CODE REFERENCE:** N/A