

**LEASE NO.  
GS-11B-12540**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

**Northwestern Development Company**

("the Lessor"), whose principal place of business is 1120 Connecticut Avenue, NW Suite 1200, Washington, DC 20036, and whose interest in the Property described herein is that of Fee Owner, 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.

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

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

**1800 G Street, NW, Washington, DC 20006-4407**

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 for the Concourse Level, part of the 1<sup>st</sup>, Parking Mezzanine and the 2<sup>nd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> floors.

The Government agrees to accept the Leased Premises and the Building Shell Requirements "as existing", and Lessor represents that such items are in good repair, and provide a tenable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the leased premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until thirty (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning **MAY 1, 2012** and continuing through **APRIL 30, 2027**,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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:**

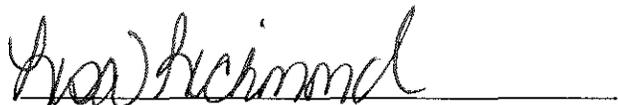


Name: **Stephen F. Lustgarten**

Title: **Executive Vice President**

Date: 7-24-12

**FOR THE GOVERNMENT:**



Lisa Richmond

Lease Contracting Officer (LCO)

Date: AUG 30 2012

**WITNESSED BY:**



Name: **Steven A. Solomon**

Title: **Managing Director - Leasing**

Date: 7/24/12

<b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS</b> .....	<b>4</b>
1.01 THE PREMISES (SUCCEEDING) (SEPT 2011) .....	4
1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011) .....	4
1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011).....	4
1.04 <del>BROKER-COMMISSION AND COMMISSION CREDIT (SEPT 2011) INTENTIONALLY DELETED</del> .....	5
1.05 <del>TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) INTENTIONALLY DELETED</del> .....	5
1.06 <del>RENEWAL RIGHTS (SEPT 2011) INTENTIONALLY DELETED</del> .....	5
1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011).....	5
1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) .....	5
1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011) .....	5
1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011) .....	6
1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011).....	6
1.12 OPERATING COST BASE (SEPT 2011) .....	6
1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011).....	6
1.14 HOURLY OVERTIME HVAC RATES (SEPT 2011).....	6
1.15 24-HOUR HVAC REQUIREMENT (APR 2011).....	6
1.16 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011).....	6
 <b>SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS</b> .....	<b>7</b>
2.01 DEFINITIONS AND GENERAL TERMS (SEPT 2011) .....	7
2.02 AUTHORIZED REPRESENTATIVES (SEPT 2011) .....	7
2.03 WAIVER OF RESTORATION (APR 2011).....	7
2.04 <del>PAYMENT OF BROKER (JULY 2011) INTENTIONALLY DELETED</del> .....	8
2.05 CHANGE OF OWNERSHIP (APR 2011) .....	8
2.06 REAL ESTATE TAX ADJUSTMENT (SEPT 2011).....	8
2.07 ADJUSTMENT FOR VACANT PREMISES (APR 2011).....	10
2.08 OPERATING COSTS ADJUSTMENT (APR 2011).....	10
 <b>SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b> .....	<b>11</b>
3.01 WORK PERFORMANCE (SEPT 2011).....	11
3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000).....	11
3.03 BUILDING SHELL REQUIREMENTS (APR 2011).....	11
3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007).....	11
3.05 CONSTRUCTION WASTE MANAGEMENT ( SEPT 2011) .....	12
3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011) .....	12
3.07 QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011) .....	12
3.08 VESTIBULES (SUCCEEDING) (APR 2011) .....	13
3.09 MEANS OF EGRESS (SEPT 2011).....	13
3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEPT 2011).....	13
3.11 FIRE ALARM SYSTEM (SEPT 2011) .....	13
3.12 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011).....	13
3.13 ELEVATORS (SEPT 2011).....	14
3.14 BUILDING DIRECTORY (APR 2011).....	14
3.15 FLAGPOLE (SEPT 2011) .....	14
3.16 DEMOLITION (SUCCEEDING) (SEPT 2011) .....	14
3.17 ACCESSIBILITY (FEB 2007) .....	14
3.18 CEILINGS (SUCCEEDING) (SEPT 2011) ACCEPTED AS EXISTING.....	14
3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SUCCEEDING) (SEPT 2011) .....	15
3.20 DOORS: IDENTIFICATION (APR 2011) .....	15
3.21 WINDOWS (SUCCEEDING) (SEPT 2011) .....	15
3.22 PARTITIONS: GENERAL (APR 2011) .....	15
3.23 PARTITIONS: PERMANENT (APR 2011).....	15
3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011).....	15
3.25 WALL FINISHES (SEPT 2011) ACCEPTED AS EXISTING .....	16
3.26 PAINTING (SEPT 2011) .....	16
3.27 FLOORS AND FLOOR LOAD (SEPT 2011).....	16
3.28 FLOOR COVERING AND PERIMETERS (SEPT 2011).....	16
3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) .....	16
3.30 BUILDING SYSTEMS (APR 2011).....	16
3.31 ELECTRICAL (SEPT 2011) .....	16
3.32 ADDITIONAL ELECTRICAL CONTROLS (APR 2011).....	17
3.33 DRINKING FOUNTAINS (APR 2011) .....	17
3.34 TOILET ROOMS (DEC 2011) .....	17
3.35 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011) .....	18
3.36 JANITOR CLOSETS (SUCCEEDING) (SEPT 2011).....	18
3.37 HEATING VENTILATION AND AIR CONDITIONING (APR 2011).....	18
3.38 HEATING AND AIR CONDITIONING (APR 2011).....	18
3.39 VENTILATION (SEPT 2011).....	18
3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011).....	18

3.41	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	19
3.42	LIGHTING: INTERIOR AND PARKING (SUCCEEDING) (SEPT 2011)	19
3.43	ACOUSTICAL REQUIREMENTS (SEP 2009)	19
3.44	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	19
3.45	SYSTEMS COMMISSIONING (SUCCEEDING) (SEPT 2011)	20

<b>SECTION 4</b>	<b>DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>	<b>21</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE—SUCCEEDING (SEPT 2011)	21
4.02	AS-BUILT DRAWINGS (APR 2011)	21

<b>SECTION 5</b>	<b>TENANT IMPROVEMENT COMPONENTS</b>	<b>22</b>
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (SEPT 2011)	22
5.02	FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)	22
5.03	DOORS: INTERIOR (SUCCEEDING) (SEPT 2011)	22
5.04	DOORS: HARDWARE (SUCCEEDING) (SEPT 2011)	22
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (SEPT 2011)	22
5.06	WALL FINISHES (SUCCEEDING) (SEPT 2011)	22
5.07	PAINTING (SUCCEEDING) (SEPT 2011)	23
5.08	FLOOR COVERINGS AND PERIMETERS (SUCCEEDING) (SEPT 2011)	23
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)	24
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (SEPT 2011)	24
5.11	LIGHTING: INTERIOR AND PARKING (SUCCEEDING) (SEPT 2011)	24

<b>SECTION 6</b>	<b>UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>	<b>25</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SEPT 2011)	25
6.02	UTILITIES (APR 2011)	25
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (SEPT 2014) INTENTIONALLY DELETED	25
6.04	UTILITY CONSUMPTION REPORTING (SEP 2011)	25
6.05	HEATING AND AIR CONDITIONING (SEPT 2011)	25
6.06	OVERTIME HVAC USAGE (SEPT 2011)	25
6.07	JANITORIAL SERVICES (SEPT 2011)	26
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	26
6.09	SELECTION OF PAPER PRODUCTS (APR 2011)	26
6.10	SNOW REMOVAL (APR 2011)	27
6.11	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)	27
6.12	MAINTENANCE OF PROVIDED FINISHES (DEC 2011)	27
6.13	ASBESTOS ABATEMENT (APR 2011)	27
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	27
6.15	SCHEDULE OF PERIODIC SERVICES (APR 2011)	28
6.16	LANDSCAPING (APR 2011)	28
6.17	LANDSCAPE MAINTENANCE (APR 2011)	28
6.18	RECYCLING (DEC 2007)	28
6.19	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)	28
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)	28
6.21	INDOOR AIR QUALITY (DEC 2007)	29
6.22	RADON IN AIR (SUCCEEDING) (SEPT 2011)	30
6.23	RADON IN WATER (AUG 2008)	31
6.24	HAZARDOUS MATERIALS (OCT 1996)	31
6.25	MOLD (AUG 2008)	31
6.26	OCCUPANT EMERGENCY PLANS (APR 2011)	32
6.27	FLAG DISPLAY (APR 2011)	32
6.28	WATER TREATMENT	32

<b>SECTION 7</b>	<b>ADDITIONAL TERMS AND CONDITIONS</b>	<b>33</b>
7.01	LEASE SECURITY STANDARDS: GENERAL REQUIREMENTS (NOV 2005)	33
7.02	BUILDING SECURITY PLAN (NOV 2005)	33
7.03	ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)	33
7.04	THE FOLLOWING CLAUSES HAVE BEEN MODIFIED IN THIS LEASE	33

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

**1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for 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:

Office and Related Space: 293,642 rentable square feet (RSF), yielding 254,604 ANSI/BOMA Office Area (ABOA) of office and related space based upon a Common Area Factor of 1.153328%, located on a portion of the Concourse level and 1<sup>st</sup> floor and the entire 2<sup>nd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. In addition, 5,726 RSF of space is being provided at no additional cost to the Government.

The Government shall be entitled to the use of on site inside parking on the mezzanine parking level with a capacity to accommodate 75 official Government vehicles at no additional cost to the Government.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)**

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. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: The Government shall have the ability to park 75 official Government vehicles as depicted on the plan attached hereto as Exhibit A of which 0 shall be structured inside spaces reserved for the exclusive use of the Government. 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: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease subject to the Government executing a roof top licensing agreement at prevailing market rates.

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

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

	May 1, 2012 - April 30, 2017		May 1, 2017 - April 30, 2022		May 1, 2022 - April 30, 2027	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent <sup>1</sup>	\$10,571,112.00	\$36.00 <sup>1</sup>	\$10,894,118.20	\$37.10 <sup>1</sup>	\$11,366,881.82	\$38.71 <sup>1</sup>
Tenant Improvements rent <sup>2</sup>	\$339,472.00	\$1.16 <sup>2</sup>	\$339,472.00	\$1.16 <sup>2</sup>	\$339,472.00	\$1.16 <sup>2</sup>
Operating Costs	\$2,607,110.00	\$8.88	\$2,607,110.00	\$8.88	\$2,607,110.00	\$8.88
Building Specific Security <sup>3</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Total Annual Rent	\$13,517,694.00	\$46.04	\$13,840,700.20	\$47.14	\$14,313,463.82	\$48.75
Parking <sup>4</sup>	\$350,004.00	\$4,666.72 <sup>4</sup>	\$375,000.00	\$5,000.00 <sup>4</sup>	\$399,996.00	\$5,333.28 <sup>4</sup>

<sup>1</sup>The shell rent is inclusive of parking and real estate taxes. See Note 4 for parking step rent increase.

<sup>2</sup>The Tenant Improvements of \$20.00 / ABOA. are amortized at a rate of -0- percent per annum over 15 years.

<sup>3</sup>Building Specific Security Costs are amortized at a rate of -0- percent per annum over 15 years.

<sup>4</sup>Annual rate per parking space per Paragraph 1.03 E below.

B. 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.

C. Rent shall be paid to the 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.

D. The 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 "Paragraph 1.01 The Premises" created herein;

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 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.

E. Parking shall be provided at a rate of \$29,167.00 per month for Years 1-5, \$31,250.00 per month for years 6-10, \$33,333.00 per month for Years 11-15 (Structure).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEPT-2011) INTENTIONALLY DELETED~~

1.05 ~~TERMINATION RIGHTS (SUCCEEDING) (SEP-2011) INTENTIONALLY DELETED~~

1.06 ~~RENEWAL RIGHTS (SEPT-2011) INTENTIONALLY DELETED~~

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND PARKING PLAN(S)	4	A
SECURITY REQUIREMENTS	5	B
SECURITY UNIT PRICE LIST	1	C
GSA FORM 1217	2	D
GSA FORM 3516, SOLICITATION PROVISIONS	1	E
GSA FORM 3517B, GENERAL CLAUSES	46	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
SMALL BUSINESS SUBCONTRACTING PLAN	12	H
PRE-LEASE BUILDING SECURITY PLAN	11	I
GSA FORM 12001, PRELEASE FIRE PROTECTION AND LIFE SAFETY	23	J
RIDER #1 - SECURITY RIDER	1	K
RIDER #2 - FIRE PROTECTION AND LIFE SAFETY	5	L
RIDER #3 - BUILDING DEFICIENCIES AND IMPROVEMENTS	2	M
RIDER #4 - PREVENTIVE MAINTENANCE	3	N

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$20.00 per ABOA. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 0 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or 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 shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA 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 choose to pay lump sum for any part or all of the remaining unamortized 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 allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or
3. Negotiate an increase in the rent.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)**

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
**ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF CONSTRUCTION COSTS)	NOT TO EXCEED 6%
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	NOT TO EXCEED 3%

\*\*Utilizing Building Standard materials

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 49.64 percent. The percentage of occupancy is derived by dividing the total Government space of 293,642 RSF by the total building space of 591,530 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is the first full twelve (12) months of the Lease.

**1.12 OPERATING COST BASE (SEPT 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.88 per rentable sq. ft (\$2,607,110/annum).

**1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 \$2.15 per ABOA of space vacated by the Government for a partial floor and \$2.50 per ABOA for a Full Floor.

**1.14 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

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

\$79.19 per hour per zone (Seasonal blended rate)  
Number of zones: Six (6) zones for heat and two (2) zones for air conditioning  
\$155.71 per hour for the entire space. (Seasonal blended rate)

**1.15 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 annual rate of \$7.42 per ABOA 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 at no additional charge

**1.16 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Maintenance and repairs of garage doors.\*\*
- B. Maintenance and repairs of pendant fixtures on the 9<sup>th</sup> floor
- C. Maintenance and repairs of kitchenette sinks on the 9<sup>th</sup> and 10<sup>th</sup> floors, unless caused by the misuse or negligence by the Government

\*\*Landlord agrees to renovate the Mezzanine Parking Garage door within 120 days of Lease award to a commercially reasonable standard of quality. The Government agrees to pay Landlord a yearly maintenance and repair fee of One Thousand Three Hundred Twenty-Four Dollars and Ninety-Five Cents (\$1,324.95) which shall be increased yearly by the CPI, to cover all such costs, unless such damage or repair to the door is caused by the negligence or misuse of the garage door by the Government.