

Conditional Acceptance Provisions

Security Endurance Tests

- 1) DEA South FL, LLC must submit the required warranty as described in PPD section 01700-1 paragraph 1.2
- 2) DEA South FL, LLC must successfully complete the first two endurance test phases. Successful completion shall be determined at the sole discretion of the Government, which shall not be unreasonably withheld. It is acknowledged and understood that the system must be operating sufficiently at this time to perform in the manner contemplated by the PPD after Government acceptance. Any required modifications shall be minor in nature.
- 3) The Government will withhold \$1,000,000 from the lump sum payment due to the Lessor at occupancy. This amount includes costs for the system itself as well as additional costs to adequately protect the Government from the risk that this deviation places on the Government. Should the Lessor's [REDACTED] fail and the building be without the required [REDACTED] for any extended period of time, the Government would have to take extremely costly measures to secure the building which could include, but are not limited to, potential costs to remove evidence to another secured facility in an emergency manner and costs to have [REDACTED] manually [REDACTED] the building 24 hrs a day, 7 days a week in addition to providing constant escort and oversight for any contractors entering the building to perform the necessary corrective actions.
- 4) DEA South FL, LLC must supply the required Phase II reports to the Government no later than August 1 to provide the Government with sufficient time to review and approve the report. If the Lessor fails to provide this report on time the Government may, at its sole discretion, consider this deviation approval to be null and void. The Lessor shall complete Phase III and IV of the endurance tests after the conditional acceptance and successful completion of such tests will be a preceding condition of receiving the payment specified in condition 3. Successful completion of phases III and IV shall be determined at the Government's discretion in accordance with the PPD. All required tests shall be successfully completed no later than Sept. 9, 2011.

Fume Hood Exhaust System

DEA South FL, LLC agrees to modify the exhaust for the chemical fume hoods to provide continued exhaust of the fume hoods during a fire event by running the lead exhaust fan as shown in the submittal documents. All required modifications shall be done prior to September 9, 2011. If these modifications are not done by this date, the Lessor agrees to a rent deduction of \$1,000 per day until the work is completed. If the work is not completed by October 9, 2011, rent payments shall cease until this work is complete. Should the work not be complete by November 9, 2011 the Government reserves the right to self-perform this work and charge the Lessor for all costs associated with the work, including Government expenses related to the Government's time and effort. This is in addition to any other penalties or damages to which the Government may be entitled to under the lease contract. The Government will withhold an additional \$500,000 from the lump sum payment due at conditional acceptance until the completion of any required modifications and acceptance by the Government.

- D. In accordance with paragraph 15 of the Standard Form 2 of this lease, the Lessor is due \$15,540,317.40 for the cost of inherently governmental and above standard items, including the costs of change orders accumulated throughout the project. Of this amount, \$1,500,000.00 will be withheld in accordance with paragraph C, above. The total due to the Lessor at occupancy is \$14,040,317.40. The Lessor shall submit their invoice according to the instructions in paragraph 16 of the Standard Form 2 of this lease.

[REDACTED]	Orig. Lease
[REDACTED]	Credit for [REDACTED]
[REDACTED]	Additional [REDACTED]
[REDACTED]	Glass Break
[REDACTED]	RFI 82/RFP 1
[REDACTED]	RFP 2
[REDACTED]	RFP 3
[REDACTED]	RFP 4
[REDACTED]	RFP 5
[REDACTED]	RFP 6
[REDACTED]	RFP8
[REDACTED]	Withhold
\$14,040,317.40	Total Due at Occupancy

 Lessor  Govt