

LEASE NO. GS-11P-LVA12630

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

Fair Oaks Commerce Center Holdings-1, LLC

("the Lessor"), whose principal place of business is Two International Place, Boston, MA 02110-4104, 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

11320 Random Hills Rd, Fairfax, VA 22030-6001

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 (Five (5) Years Firm)

To Have and To Hold the said Premises with its appurtenances for the firm term beginning June 1, 2014 and continuing through May 31, 2019, with the expansion portion on the 3rd floor, suite 350 as described in Section 1 and shown on Exhibit A for the term beginning upon acceptance of Suite 350 as substantially complete and continuing for a period to expire with the initial space term.

Subject to termination and renewal rights as may be hereinafter set forth (Section 1.05). The commencement date of this Lease, along with any applicable termination and renewal rights, shall be as set forth above with the commencement date for the expansion portion of the 3rd floor only more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Suite 350.

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: HENRY G. BRADEN
Title: EXECUTIVE VICE PRESIDENT
Entity Name: Fair Oaks Commerce Center Holdings-1, LLC
Date: 5/27/14

FOR THE GOVERNMENT
Name: Sylva Nicolas
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: JUNE 16, 2014

WITNESSED BY
Name: [Redacted]
Title: SR. GENERAL MANAGER
Date: 5/26/14

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **72,510** rentable square feet (RSF), yielding **63,634** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space consisting of the following:

I. Initial Space: Suites 260 and 270 for 6,709 RSF (5,775 ABOA) located on a portion of the 2nd floor, Suite 300 for 20,912 RSF (18,411 ABOA) located on the 3rd floor, Suite 400 for 25,340 RSF (22,265 ABOA) located on the 4th floor, and Suite 500 for 15,105 RSF (13,270 ABOA) located on a portion of the 5th floor for a total of **68,066** RSF yielding a total of **59,721** ABOA. The parties agree that the Government shall accept, by execution of this Lease agreement, the Building Shell Requirements for the above defined spaces as "existing" and the 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 occupancy of the space. Subject to normal wear and tear, the Lessor will continue to maintain and repair as necessary all of the elements of the Building Shell to their existing condition.

II. Expansion Space: Suite 350 as Expansion Space of **4,444** RSF yielding **3,913** ABOA

of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 13.9485181 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: **183** parking spaces reserved for the exclusive use of the Government, of which **105** shall be structured/inside parking spaces, and **78** 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 CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears starting on June 1, 2014 for the Initial Space and continuing through May 31, 2019, and starting upon acceptance of Suite 350 as substantially complete for the Expansion Space on the 3rd floor, Suite 350 as described in Section 1 and shown on Exhibit A and continuing for a period to expire with the initial space term at the following rates:

	5-YEAR FIRM TERM (INITIAL SPACE)		5-YEAR EST. TERM (EXPANSION SPACE)		TOTAL RSF	TOTAL ABOA
	RSF	ABOA	RSF	ABOA		
	68,066	59,721	4,444	3,913	72,510	63,634
	ANNUAL RENT	ANNUAL RENT/RSF	ANNUAL RENT	ANNUAL RENT/RSF	TOTAL ANNUAL RENT	ANNUAL RENT/RSF
SHELL RENT ¹	\$956,730.42	\$14.055922	\$62,686.26	\$14.105819	\$1,019,416.68	\$14.058981
TENANT IMPROVEMENTS RENT ²	\$238,884.00	\$3.509594	\$15,652.00	\$3.522052	\$254,536.00	\$3.510357
OPERATING COSTS ³	\$613,931.88	\$9.019656	\$40,225.64	\$9.051674	\$654,157.52	\$9.021618
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$71,665.20	\$1.052878	\$4,965.60	\$1.056616	\$76,360.80	\$1.053107
PARKING	\$ 0.00	\$0.00	\$0.00	\$0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT⁵	\$1,881,211.50	\$27.638050	\$123,259.50	\$27.736161	\$2,004,471.00	\$27.644063

¹Shell rent (Firm Term) calculation: \$16.02 per ABOA

²The total Tenant Improvement Allowance is \$20.00 per ABOA amortized at \$4.00 per ABOA at a rate of 0.00 percent per annum over 5 years.

³Operating Costs rent calculation: \$10.26 per ABOA

⁴The total Building Specific Security Costs is \$6.00 per ABOA amortized at \$1.20 per ABOA at a rate of 0.00 percent per annum over 5 years

⁵Annual Rent and Rates for TIA and BSAC for the Expansion Space shall be adjusted based on the established substantial completion and acceptance date of the Expansion Space

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 unamortized costs beyond the Firm Term.

- B. The parties agree that the space has been measured and that the square footage stated in Section 1.01 (A) is accurate.
- 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. 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.
- E. Rent is subject to adjustments 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.
- 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. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

1.04 RENT CONCESSIONS (JUN 2012)

The Government shall be entitled to free rent for the first full three (3) months of the lease in the amount of \$501,117.75. The amount of \$501,117.75 consists of \$470,302.89 [3 months x \$156,767.63 per month] for the Initial Space plus \$30,814.89 [3 months x \$10,271.63] for the Expansion Space. Free rent amount for the Expansion Space is subject to adjustment based on the established substantial completion and space acceptance date of the Expansion Space. The free rent is to be applied as follows: \$156,767.63 per month against the monthly fully serviced rental payment for the Initial Space until exhausted The Expansion Space free rent adjustment shall cover the full first three (3) months of the term of the Expansion Space until exhausted.

1.05 ~~TERMINATION RIGHTS (AUG 2014)~~ INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (SEP 2013)

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

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF ²
FULL SERVICE RENTAL RATE ¹	[REDACTED]	
OPERATING COSTS ³	THE NEW BASE FOR THE OPERATING COSTS FOR THE RENEWAL OPTION SHALL BE RESET AT THE LAST ADJUSTED AMOUNT OF OPERATING COSTS PRIOR TO EXPIRATION OF THE FIRM TERM OF THE LEASE [I.E. ADJUSTED OPERATING COSTS AFTER THE END OF THE [REDACTED]].	

¹Annual Rent (Option Term) Calculation: [REDACTED] ABOA SF

²Rental rate is rounded

³Base for Operating Costs for the Renewal Option shall be reset at Base for the firm term plus accrued adjustments in [REDACTED]. First CPI adjustment for the Renewal option shall be due after [REDACTED] of the renewal term using the base index for that corresponding renewal year.

provided notice is given to the Lessor at least **180** 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)	4	A
SOLICITATION ATTACHMENT #1 – RATE STRUCTURE	4	B
SOLICITATION ATTACHMENT #2 – CONSTRUCTION SCHEDULE	1	C
SOLICITATION ATTACHMENT #3 – SCOPE OF WORK	2	D
SOLICITATION ATTACHMENT #4 – PRE-LEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION AND RIDER	4	E
SECURITY REQUIREMENTS	12	F
GSA FORM 1217 – LESSOR'S ANNUAL COST STATEMENT	3	G
GSA FORM 3517B GENERAL CLAUSES	47	H
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	I
SMALL BUSINESS SUBCONTRACTING PLAN	10	J
1364C – PROPOSAL TO LEASE SPACE	4	K

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$20.00/ABOA. The TIA is the amount that the Lessor shall make available for the Government to be used for Tis. This total amount of \$1,272,680.00 is amortized in the rent over the Firm Term of this Lease at an annual interest rate of zero percent (0%). Lessor agrees to make available an "Additional Tenant Improvement Allowance (ATIA) of up to \$26.74/ABOA (for an aggregate amount of \$46.74/ABOA). The tenant improvement allowance and ATIA are available solely for tenant improvements required by the Government for the existing user. Upon completion of improvements in the Leased Premises by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a subsequent Lease Amendment (LA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than the \$1,272,680.00 (TIA) already included in the annual rent as set forth in Paragraph 1.03, then the rent shall be adjusted accordingly. Additional tenant improvements financed by the Lessor above the \$1,272,680.00 shall be amortized at zero percent (0%) annual interest and payable as additional rent over the remaining balance of the firm term of the lease. Notwithstanding any provisions of GSA Form L201C to the contrary, the Government shall not amortize more than a total of \$2,974,253.16 (\$46.74/ABOA) in tenant improvements. No tenant improvements in excess of \$46.74/ABOA shall be funded by the Lessor. The Government reserves the right to convert any unused portion of the first \$1,272,680.00 of this allowance (i.e., the TIA) as a rental abatement (which shall be applied to the most current installments of rent then due until exhausted) or to reduce the annual rent as set forth in Paragraph 1.03; any such action thus taken shall be memorialized by LA along with the amortization payment amount and revised rent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. 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 may elect 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 elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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

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

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

¹Annual Rent (Option Term) Calculation: \$35.44/ABOA x 63,634 ABOA SF

²Rental rate is rounded

³Base for Operating Costs for the Renewal Option shall be reset at Base for the firm term plus accrued adjustments in four years. First CPI adjustment for the Renewal option shall be due after one full year of the renewal term using the base index for that corresponding renewal year.

provided notice is given to the Lessor at least 180 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.

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1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. 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 may elect 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 elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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

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

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, Architectural/Engineering fees, and Lessor's combined Project Management, overhead and profit fees shall not exceed the following, for the initial and post occupancy build-out of the Space.

	INITIAL & POST OCCUPANCY BUILD-OUT
ARCHITECTURAL/ENGINEERING FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$4.5
LESSOR'S COMBINED PROJECT MANAGEMENT, OVERHEAD AND PROFIT FEES (% OF TI CONSTRUCTION COSTS)	5.0%

When applicable, Lessor's General Contractor fees, and General Conditions shall be negotiated based on a project-by-project basis, to be established at the time of the project as being fair and reasonable.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$1.20 per ABOA SF annually. 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 0.0 percent.

1.12 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.

1.13 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 51.29 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 72,510 RSF by the total Building space of 141,375 RSF. The Percentage of Occupancy for the Initial Space of 68,066 RSF is 48.15% and for the Expansion Space of 4,444 RSF is 3.14%.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, shall be as defined in the "Real Estate Tax Adjustment" paragraph of the Lease. Tax adjustments shall not occur until the year following lease commencement has passed.

1.15 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 \$10.280000 per ABOA (approximately \$9.021618 per RSF) or \$654,157.52/annum for the entire premises. For the Initial Space of 68,066 RSF, the operating costs shall be \$9.019656 per RSF and for the Expansion Space of 4,444 RSF, the operating costs shall be \$9.051674 per RSF.

1.16 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 \$1.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ 50.00 per hour per floor.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

All Government Supplemental "above standard" HVAC equipment shall be separately metered, for which utilities shall be paid separately via lump sum by the Government independently of the rental consideration. The Government shall be responsible for the maintenance, repair and replacement, to operate any special equipment installed by or for the Government, including but not limited to dedicated/self-contained HVAC equipment and independent controls, special storage systems, telecommunications equipment, vending facilities, audio-visual equipment, executive kitchens, additional bathrooms, conference room equipment and emergency power systems.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Fire & Life Safety: Lessor shall, at Lessor's sole cost and expense, perform all fire and life safety upgrades outlined in the attached Exhibit E, Fire and Life Safety Rider Number One within One Hundred and Eighty (180) days from the date of lease award.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.