

LEASE NO. GS-11B-12572

On-Airport Lease
GSA FORM L201D (June 2012)

This Lease is made and entered into between

Metropolitan Washington Airports Authority

(Lessor), whose principal place of business is

1 Aviation Cir
Washington, DC 20001-6000

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:

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

Hanger 3, Ronald Reagan Washington National Airport, Washington, DC 20001-4901

together with rights to the use of designated parking spaces and other areas as set forth herein, to be used for such purposes as identified for [REDACTED] by GSA.

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,713 ANSI/BOMA Rentable Square feet (BRSF), being 2,713 ANSI/BOMA Office Area Square Feet (ABOA), consisting of a portion of the 2nd Floor, as shown on the attached floor plan made a part hereof.

2. To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease for the five (5) year term beginning on January 1, 2013 and ending on December 31, 2017.

3. The Government shall pay the Lessor annual rent of \$25,013.86 (\$9.22 BRSF X 2,713 BRSF), payable at the rate of \$2,084.49 per month in arrears subject to termination and renewal rights as may be hereinafter set forth. The lease shall include four (4) reserved parking spaces at no additional cost. The rental rate may be adjusted by the Metropolitan Washington Airports Authority once each year. In the event of any such reasonable rate adjustment, the Government agrees to make payments computed at the amended rate per square foot per annum, effective at the time of rate adjustment.

4. Either Party hereto shall have the right to terminate this Agreement, without showing cause, by at least sixty (60) days' advance written notice to the other of such termination. Such termination shall be effective on the 60th day following receipt of the written notification, by which time the Government shall have vacated the premises.

5. The following are attached and made a part hereof:

Lease (7 pages)

Drawing Floor Plan (1 Pages)

Lease Premises Exhibit (1 Page)

Orders & Instructions, DCA 6-3-2B (2 Pages)

Federal Acquisition Regulation Clause 52.233-1 Disputes (1 Page)

Federal Acquisition Regulation Clause 52.232-25 Prompt Payment (3 Pages)

Orders & Instructions, 6-3-1C (4 Pages)

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

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:

Ronald W. Stange
Name: Ronald W. Stange
Title: Manager
Entity Name: Airport Administration Department
Date: January 30, 2013

WITNESSED FOR THE LESSOR BY:

Wanda A. Jenkins
Name: Wanda A. Jenkins
Title: Manager
Date: January 30, 2013

FOR THE GOVERNMENT:

Jpel T. Berelson
Title: Lease Contracting Officer
General Services Administration Public Buildings Service
Date: FEB 06 2013

THIS AGREEMENT, by and between the **METROPOLITAN WASHINGTON AIRPORTS AUTHORITY** (hereinafter referred to as the "Authority"), and the **UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**, acting on behalf of the [REDACTED] which will occupy the space (hereinafter referred to as "Tenant"):

W I T N E S S E T H:

WHEREAS, the Authority, a public body corporate and politic, established by interstate compact between the Commonwealth of Virginia and the District of Columbia, is authorized to enter into a lease or contract; and,

WHEREAS, the Tenant desires to lease space at Ronald Reagan Washington National Airport (hereinafter referred to as the "Airport") for use as an operations area in connection with its operations at the Airport; and,

WHEREAS, it is considered to be in the Authority's best interest to permit Tenant to lease such space, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the charges, fees, covenants, and agreements contained herein, the Parties hereto agree as follows:

ARTICLE I - PREMISES

The Authority hereby leases to the Tenant in an "as is" condition, and the Tenant accepts and shall have, subject to all of the terms and conditions of this Agreement, the following described space located at the Airport solely for use in connection with its [REDACTED] operations at the airport, and for no other purpose:

Hangar 3 – 2nd Floor

<u>ROOM</u>	<u>SQUARE FEET</u>
250	343
251	176
252	156
254	1,221
256	560
257	205
258	<u>52</u>
	<u>2,713</u>

This space is more specifically described on Drawing No. DCA-466B, dated January 1, 2013, attached hereto and made a part hereof.

ARTICLE II - PERIOD OF AGREEMENT

This Agreement shall be for a period of five (5) years commencing on January 1, 2013, and ending on December 31, 2017; PROVIDED, HOWEVER, that in addition to the Authority's rights of termination as set forth elsewhere herein, either Party hereto shall have the right to terminate this Agreement, without showing cause, by giving at least sixty (60) days' advance written notice to the other of such termination. Such termination shall be effective on the 60th day following receipt of the written notification by which time Tenant shall have vacated the Premises. In such case, payment of rental shall be due on a prorated basis to the date that Tenant vacates the Premises. Further, such termination shall not relieve either Party of any financial or other obligation contained herein which occurred prior to the effective date of termination.



ARTICLE III - CHARGES AND FEES

The General Services Administration on behalf of Tenant shall pay an annual rental to the Authority, for the Premises, at the initial rate of Nine Dollars and Twenty Two Cents (\$9.22) per square foot per annum, in arrears each month during the period of this Agreement. This computes to an annual rental of Twenty Five Thousand Thirteen Dollars and Eighty Six Cents (\$25,013.86). Such rent shall be prorated and paid on a monthly basis, at a rate of Two Thousand Eighty Four Dollars and Forty Nine Cents (\$2,084.49), in arrears each month during the period of this Agreement.

The space rental rate is the standard rate for all users of comparable space on the Airport in effect on the date of the execution of this Agreement. The rental rate may be changed once each year at the sole discretion of the Authority. The Authority shall provide Tenant at least thirty (30) days advance written notice of such rental rate change. In the event of any such adjustment, Tenant agrees to make payments computed at the new rate per square foot per annum effective on the first day of the month which occurs at least thirty (30) days after receipt of the notice from the Authority.

The charge for normal use of heat, electricity, and air conditioning where it is provided through a central system, is included in the rate for the space occupancy.

Additional air conditioning installations are subject to the provisions and charges incorporated in Orders and Instructions DCA 6-3-2B, dated January 23, 2002, a copy of which is attached hereto and made a part hereof.

All remittances under this Agreement shall be made payable to "Metropolitan Washington Airports Authority" and forwarded to:

Metropolitan Washington Airports Authority
P. O. Box 402816
Atlanta, GA 30353-2816

All remittances shall clearly indicate the purpose for which payment is being made and shall include the name Ronald Reagan Washington National Airport on the remittance information.

ARTICLE IV - LATE CHARGES

If Tenant fails to make any payments of rentals, fees, or charges due under this Agreement on or before the date due, the provisions of the Prompt Payment Act shall apply in accordance with Federal Acquisition Regulation (FAR) Clause 52.232-25, attached hereto and made a part hereof.

ARTICLE V - MAINTENANCE OF THE PREMISES

A. The Authority shall, subject to compensation as provided for elsewhere in this Agreement and in addition to such other undertakings as are provided for elsewhere in this Agreement, and subject to the availability of funds therefore, provide structural maintenance to the Premises leased herein to the extent to which Tenant is not obligated to perform such maintenance by specific provision of this Agreement.

B. Tenant covenants and agrees that, at its own cost and expense, it shall:

1. Provide interior maintenance for the Premises assigned to it under this Agreement, including interior walls and insulation, and the repair, replacement, and cleaning of interior and exterior glass within the Premises.
2. Keep all areas authorized for its use neat, clean, and free of debris. Tenant shall dispose of waste and recyclables in Authority provided containers

located on AOA or street side. These containers shall not be used by Tenant to dispose of hazardous materials, office equipment or furniture; Tenant shall be responsible for disposal of such items in appropriate locations off of Airport property.

3. Provide routine maintenance and repair of the internal electrical components, including but not limited to, the electrical panel and any outlets and wiring existing or caused to exist by Tenant which serves the Premises.
4. Provide routine maintenance and repair of all interior and exterior doors and doorways, and window frames and window glass comprising parts of the Premises.
5. The Authority recognizes that from time-to-time Tenant personnel must bring canines onto the Airport in the performance of their official duties. Tenant personnel shall not exercise their canines in the parking lots or grassy areas immediately adjacent to the hangars. Tenant personnel shall be responsible for policing their canines.
6. Shall maintain the leased space in a manner that will mitigate rodents and pests. Tenant shall allow access to the Authority's pest control contractor for the performance of periodic inspections. Tenant shall correct, at its own expense, all deficiencies found during said inspections.

- C. Tenant shall not undertake any construction, alterations, or installations without the prior written approval of the Airport Manager. All such request are subject to the provisions of Orders & Instructions DCA 6-3-1C, dated August 29, 1991,

attached hereto and made a part hereof.

ARTICLE VI - PARKING

The Authority shall designate four (4) parking spaces located near the entrance to Hangar 3 for Tenant official vehicle parking and will be designated by appropriate signs. These spaces are intended for Tenant vehicles for the conduct of official business. Tenant will be required to obtain a parking hang tag for each vehicle on a yearly basis purchased through the Employee Parking Program as instructed by the Authority. Use of other parking spaces than the ones designated near the entrance to Hangar 3 by Tenant personnel is prohibited.

ARTICLE VII - DISPUTES

Any disputes arising under and related to this Agreement shall be processed under the Disputes Clause FAR 52.233-1, attached hereto and made a part hereof.

ARTICLE VIII - STANDARD PROVISIONS

The attachment entitled "Standard Provisions for Lease Contracts," at Ronald Reagan Washington National Airport and Washington Dulles International Airport, dated July 1997, is attached hereto and made a part hereof. In the event of a conflict between the Standard Provisions and this Agreement, the terms of this Agreement shall govern.

A. The following Articles are deleted in their entirety:

1. Article 8 – Disadvantaged Business Enterprise Provisions.
2. Article 10 - Equal Opportunity.
3. Article 12.A – Fire and Other Casualties.
3. Article 14 – Insurance and Indemnification.
4. Article 15 – Late Charges.
5. Article 16 – Liens.

6. Article 28 – Strikes or Picketing Affecting Access to the Airport.
7. Article 37 – Waiver of Trial by Jury

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates shown below.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By Ronald W. Stange 1/23/2013
Ronald W. Stange, Manager
Airport Administration Department
Ronald Reagan Washington National Airport

**UNITED STATES GOVERNMENT,
GENERAL SERVICES ADMINISTRATION**

By James T. Barrett
Title Deputy Assistant Secretary
Date 1/23/2013

Attachments:

- Drawing No. DCA-466B, dated January 1, 2013
- Premises Exhibit dated January 1, 2013
- Orders & Instructions, DCA 6-3-2B, dated January 23, 2002
- Federal Acquisition Regulation Clause 52.232-25
- Federal Acquisition Regulation Clause 52.233-1
- Orders & Instructions, DCA 6-3-1C, dated August 29, 1991
- Standard Provisions for Lease Contracts, Ronald Reagan Washington National Airport and Washington Dulles International Airport, dated July 1997

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