

LEASE NO. GS-04B-62702

On-Airport Lease
GSA FORM L201D (June 2012)

This Lease is made and entered into between Birmingham Airport Authority, whose principal place of business is 5900 Airport Highway, Birmingham, Alabama 35212-1057 and whose interest in the Property described herein is that of Fee Agent, 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 8500 43rd Avenue North, Suite 100, Birmingham, AL 35208-4124 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.

To Have and To Hold the said Premises with its appurtenances for a ten year, one year firm, beginning September 13, 2013 and ending September 12, 2023, subject to termination and renewal rights as may be hereinafter set forth.

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.

[Redacted Signature]

Title: SR VP, Finance and Administration

Entity Name: Birmingham Airport Authority

Date: 9/5/2013

FOR THE GOVERNMENT: 1

[Redacted Signature]

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 9/10/13

WITNESSED FOR THE LESSOR BY:
[Redacted Signature]

Name: Ms. Diane Gilam

Title: Properties and DBE Coordinator, Birmingham Airport Authority

Date: 9/5/2013

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: 3,926 rentable square feet (RSF), yielding 3,926 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and known as Suite 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: INTENTIONALLY DELETED .INTENTIONALLY DELETED.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

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 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: 13 parking spaces of which all shall be spaces reserved for the non-exclusive use of the Government and all shall be surface parking spaces at no cost to 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. Antennae, 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.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)

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

	Sep 13, 2013 - Sep 12, 2018		Sep 13, 2018 - Sep 12, 2023	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$99,720.40	\$25.40	\$102,076.00	\$26.00
Operating Costs	\$0	\$0	\$0	\$0
Full Service Rate	\$99,720.40	\$25.40	\$102,076.00	\$26.00

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final 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 pro-rated based on the actual number of days of occupancy for that month.
- E. 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 (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- F. 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 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
 - 4. 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.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time during the term of this lease after 12 months with 120 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in expenditures or (v) for other reasons as determined by and for the convenience of the Government. 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.

1.05 RENEWAL RIGHTS (JUN 2012) -- INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA Form 3517B, General Clauses	46	B
GSA Form 3518, Representations and Certifications	10	C
Lease between City of Birmingham AL and Birmingham Airport Authority dated Sep 16, 1988 and First Amendment dated October 1, 2009	39	D

1.07 OPERATING COST BASE (AUG 2011)

The parties agree that, for the purpose of applying the paragraph titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$00 per RSF \$(00/annum).

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. **Broker.** INTENTIONALLY DELETED INTENTIONALLY DELETED
- C. **Building.** The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. **Commission Credit.** INTENTIONALLY DELETED.
- E. **Common Area Factor (CAF).** The Common Area Factor (CAF) is a conversion factor determined by the building owner and applied by the owner to the ABOA SF to determine the RSF for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$.
- F. **Contract.** Contract and contractor means Lease and Lessor, respectively.
- G. **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. **FAR/GSAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. **Firm Term/Non-Firm Term.** The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. **Lease Term Commencement Date.** The Lease Term Commencement Date means the date on which the lease term commences.
- K. **Lease Award Date.** The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).