

U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)

1. LEASE NUMBER  
GS-04B-61078

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 4,492 rentable square feet of Office and Storage space located in Hebron, KY for occupancy not later than July 1, 2010 (date) for a term of 10 Years. Rentable space must yield a minimum of 3725 to a maximum of 5000 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS July 1, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must meet the Government's requirements for the intended use. Except as stated herein, the Government agrees that it will accept possession of the Premises in a "As-Is" condition and the Lessor has made no representations or inducements representing the condition of the Premises.
- b. The Lessor represents that it has obtained a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) federal, state, and local laws, codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located, including federal, state, and local laws related to the Premises.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Leases Premises and the public areas of the Airport under the control of the Board are in compliance, to the extent required, with the Americans with Disabilities Act ("ADA") and Architectural Barriers Act of 1968 ("ABA"), as amended. The foregoing statement shall not be deemed or construed in any manner to impose a standard on the Board that is greater than what is actually legally required by the ADA and/or ABA with respect to the Leased Premises or the public areas of the Airport under the control fo the Board.
- e. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- |  |  |   |  |  |
|--|--|---|--|--|
| <input checked="" type="checkbox"/> HEAT               | <input type="checkbox"/> TRASH REMOVAL               | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY        | <input type="checkbox"/> CHILLED DRINKING WATER      | <input type="checkbox"/> WINDOW WASHING   | <input type="checkbox"/> PAINTING FREQUENCY                            |  |
| <input type="checkbox"/> POWER (Special Equip.)        | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____                           | Space <u>NA</u>  |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES             | <input type="checkbox"/> CARPET CLEANING  | Public Areas <u>NA</u>   |  |
| <input type="checkbox"/> SNOW REMOVAL                  | <input type="checkbox"/> JANITORIAL SERV. & SUPP.    | Frequency _____                           |  |  |

6. OTHER REQUIREMENTS

1. Rates will reset EVERY 3 Years, in accordance with Airport Authority published rate structure. Lessor must provide rate reset information within a reasonable period of time, not to exceed 90 days, for all reset periods. In any event, the Government shall have 90 days to implement rate changes.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSIBOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED"
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - (Listed in descending order, unless stated otherwise)

**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  Cincinnati Northern Kentucky International Airport 2939, 3013, & 3087 Terminal Dr. Hebron, KY 41048	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) <b>See "Rates - Attachment A"</b>	b. ROOM NUMBER(S) <b>See "Rates - Attachment A"</b>
	c. SQ. FT. RENTABLE <u>4,492</u> ABOA <u>4,492</u> Common Area Factor <u>1.0</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <b>Storage</b> <input type="checkbox"/> WAREHOUSE

**B. TERM**

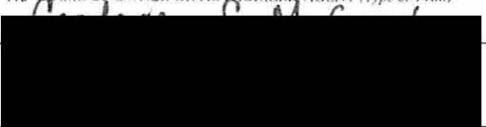
3. To have and to hold, for the term commencing on July 1, 2010 and continuing through May 1, 2012 inclusive. The Government may terminate this lease in whole or in part at any time on or after December 1, 2011, by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT <b>See "Rates - Attachment A"</b>	7. HVAC OVERTIME RATE PER HOUR <b>0</b>	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) <b>Same as Above</b>
6. RATE PER MONTH <b>See "Rates - Attachment A"</b>		

9a. NAME AND ADDRESS OF OWNER - "LESSOR" (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet.)  
**Kenton County Airport Board**  
**Cincinnati Northern Kentucky International Airport**  
**PO Box 75200**  
**Cincinnati, OH 45275**

9b. TELEPHONE NUMBER OF OWNER <b>(859) 767-3153</b>	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) 	11b. TITLE OF PERSON SIGNING <b>Chief Executive Officer</b>
	11d. DATE <b>9/13/11</b>

**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents, which are incorporated by reference, herein:

- (a) GSA Form 3626
- (b) Representations and Certifications, GSA Form 3518
- (c) Rates - Attachment A - Rev 10/8/10
- (d) General Clauses Form 3517B - Rev 11/05
- (e) Special Stipulations

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT UNTIL SIGNED BY AUTHORIZED CONTRACTING OFFICER.

SIGNED BELOW BY

3c. DATE:  
**9/14/2011**