

CW 4745

2012-0421

LEASE NO. GS-07B-16631

This Lease is made and entered into between

The City of Houston

("the Lessor"), whose principal place of business is 7800 Airport Blvd. Suite 8 Houston, Texas 77061-4145 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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

William P Hobby Airport 7800 Airport Boulevard, Houston, Texas 77061-4145

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein.

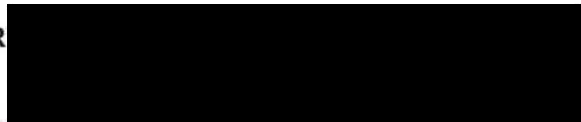
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

7 Years Firm

The commencement date of this Lease shall be September 1, 2010.

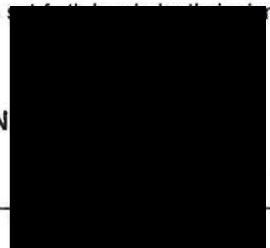
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions of this Lease by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR

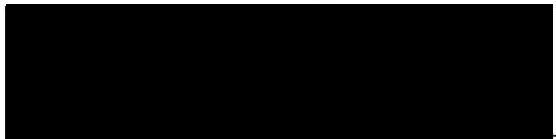


Name: Annise D. Parker
Title: Mayor
Date: 5-18-12

FOR THE GOVERNMENT



Lease Contracting Officer: GARRETT GERSON
Date: 4/9/12



Name: ANNA RUSSELL
Title: CITY SECRETARY
Date: 5-18-12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 4,408 rentable square feet (RSF), yielding 4,408 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1 percent, located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B. The percentage of occupancy for this lease is 0.6643% (4,408 RSF/ 663,532 RSF).

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations 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:

Antennae, Satellite Dishes and Related Transmission Devices: Subject to Houston Airport System (HAS) Tenant Improvement Process (TIP). 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

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

	Years 1 - 5	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$71,145.12	\$16.14
Operating Costs	\$403,243.84	\$91.48
Full Service Rate	\$474,388.96	\$107.62

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance.

C. 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.

D. 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.

E. 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 "Paragraph 1.01 THE PREMISES" created herein;
2. Performance or satisfaction of all other obligations set forth in this Lease; and
3. 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 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
City of Houston Signature Page	1	A
Floor Plan(s)	4	B
GSA Form 3517G, General Clauses	15	C
GSA Form 3518G, Representations and Certifications	4	D