

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-07B-16678

THIS LEASE, made and entered into this date by and between City of Wichita Falls

whose address is 2100 Seymour Highway  
Wichita Falls, TX 76301-3004

and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
A total of 1,250 rentable square feet (RSF) of office and related space, which yields 1,250 ANSI/BOMA Office Area square feet (USF) of space located on Floor 1-D at 4000 Armstrong Drive, Wichita Falls, TX 76305-6824 (see Exhibit C - Legal Description) to be used for such purposes as determined by the General Services Administration. Included in the rent, at no additional cost to the government, are 8 parking spaces.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.
3. The Government shall pay the Lessor annual rent of \$21,875.00 (\$17.50/RSF - \$17.50/USF) at the rate of \$1,822.92 per month in arrears for years 1 through 10, which consists of annual Shell rent of \$11,250.00 (\$9.00/RSF - \$9.00/USF) at the rate of \$937.50 per month; annual Operating Costs of \$10,625 (\$8.50/RSF - \$8.50/USF) as a rate of \$885.42 per month.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

City of Wichita Falls  
1300 7<sup>th</sup> St.  
Wichita Falls, TX 76301-2305

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
5. This lease may be renewed at the option of the Government for the following rentals:

~~Provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 6TX0135 dated July 7, 2008.

~~B. Build out in accordance with standards set forth in XXX dated XXX, as amended, and the Government's Design Intent Drawings. Government space plans shall be developed subsequent to award within XXX days. All tenant alterations and improvements shall be completed by the date identified under Paragraph 9 of this SF 2.~~

~~C. The Lessor hereby waives restoration of the leased premises.~~

~~D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the USA Contracting Officer.~~

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E. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access." of the SFO.

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

Solicitation for Offers (SFO) 6TX0135 dated July 7, 2008  
GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])  
GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])  
Exhibit A: Special Requirements for Solicitation for Offers 6TX0135 dated July 7, 2008  
Exhibit B: Pre-Lease Security Plan  
Exhibit C: Legal description  
Exhibit D: Electronic Funds Transfer – ACH Form  
Exhibit E: Copy of Lease: [REDACTED]/AETC-SHE-1-09-003

8. The following changes were made in this lease prior to its execution:

Paragraphs 5, 6B, 6C, and 6D are omitted and have been struck through. Paragraphs nine (9) through sixteen (16) are added.

9. **Percentage of Occupancy:** The lease shall have no Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6/85).
10. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$8.50/RSF or \$10,625.00 (1,250 rsf X \$8.50). There shall be no annual CPI adjustments.
11. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.00 (1,250 RSF/1,250 USF).
12. **Adjustment for Vacant Premise:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment is shall be a reduction of \$5.00/ANSI-BOMA Office Area for vacant space.
13. **Overtime HVAC Usage:** In accordance with the SFO Paragraph entitled "Overtime Usage", the rate for Overtime Heating and Cooling is established at \$0.00 per hour for the entire building or any portion thereof as the Lessor provides HVAC to the entire building 24 hours/day, 7 days a week at no additional cost.
14. **Central Contractor Registration (CCR)/ ACH Form:** Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) (See Exhibit D) shall be required on all existing and new lease/contracts that became effective no later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
- In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.
15. **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.
16. **Lease Agreement with [REDACTED]:** The City operates the Wichita Falls Municipal Airport under a Lease agreement with the [REDACTED], lease [REDACTED]/AETC-SHE-1-09-003 effective May 15, 2009. As per that Lease, a copy of the lease is a required attachment to any subleases executed by the City. Therefore, such is provided for in Exhibit E. Specifically, the Sublessee is required to make note of and comply with Sections 21.1.3, Section 11 and Section 25.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[Redacted Signature]

Airports Administrator  
Title

Sarah J. Johnson  
(printed name)

IN PRESENCE OF:

[Redacted Signature]

[Redacted Signature]

Loretta Mengwasser  
(printed name)

[Redacted Signature]

SERVICES ADMINISTRATION

Contracting Officer

Thomas Bell

(Official title)

STANDARD FORM 2