

LEASE NO. GS-07P-LTX17261

C75616
2014-0179
On-Airport Lease
GSA FORM L201D (June 2012)

This Lease is made and entered into between

City of Houston, [REDACTED]

(Lessor), whose principal place of business is 16930 John F. Kennedy Blvd., Houston, TX 77032-6020 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

George Bush Intercontinental Airport, 16930 John F. Kennedy Blvd., Houston, TX 77032-6020

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 their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 years, 5 years firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon acceptance of the Space by the Government.

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:

See Exhibit B

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR

[REDACTED]
Thomas Bell

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: *4.14.14*

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

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: 11,173 rentable square feet (RSF), yielding 11,173 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space as outlined in the table below and depicted on the floor plan(s) attached hereto as Exhibit A.

Location	Lease Area
Terminal A North Concourse Passenger Level	2,477 RSF/ABOA
Terminal A South Concourse Passenger Level	405 RSF/ABOA
Terminal A Mezzanine	300 RSF/ABOA
Terminal B Baggage Level	846 RSF/ABOA
Terminal B Ticketing Level	599 RSF/ABOA
Terminal B Mezzanine Level	506 RSF/ABOA
Terminal C/E Ticketing Level East	1,576 RSF/ABOA
Terminal C Ticketing Level	626 RSF/ABOA
Terminal C Link Level 1	1,008 RSF/ABOA
Terminal D Level 1	739 RSF/ABOA
Terminal D Level 3	773 RSF/ABOA
Terminal Level 2	1,318 RSF/ABOA

B. Common Area Factor: The Common Area Factor (CAF) is established as 0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS-APPURTENANT RIGHTS (JUN 2012)

INTENTIONALLY DELETED

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:

	Years 1 - 5		Years 6 - 10	
	Annual Rate / RSF	Annual Rent	Annual Rate / RSF	Annual Rent
Shell Rental Rate	\$34.57	\$386,250.61	\$39.76	\$444,238.48
Operating Costs	\$36.32	\$405,803.36	\$41.77	\$466,696.21
Full Service Rate	\$70.89	\$792,053.97	\$81.53	\$910,934.69

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 11,173 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. ~~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.~~

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 (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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 the paragraph entitled "The Premises";
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 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 with 90 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [REDACTED] 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 enplanements. 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)	12	A
City of Houston Signature Page	1	B
GSA Form 3517G, General Clauses	16	C
GSA Form 3518, Representations and Certifications	10	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 \$36.32 per RSF \$(405,803.36/annum).