

LEASE NO. GS-07P-LTX17379

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

DFW International Airport

(Lessor), whose principal place of business is Aviation Real Estate Department, 3200 East Airfield Drive, Dallas, TX 75261-4904, and whose interest in the Property described herein is that of the Leasing Agency on behalf of the Fee Owner, Dallas and Fort Worth Cities, 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:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

DFW International Airport, 2040 N. International Parkway, Irving, TX 75062-4969

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.

LEASE TERM

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

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 be more specifically set forth in a Lease Amendment upon substantial completion and 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.



Title: Vice President - Aviation Real Estate
Entity Name: Dallas/Ft. Worth Intl Airport
Date: 4/17/15



Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 4/22/2015



Title: Manager - Properties
Date: 4/17/15

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: 19,317 rentable square feet (RSF), yielding 19,317 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located in Terminals A, B, C, D, and E, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

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 (SEP 2013)

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 Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. ~~Parking: XX parking spaces as depicted on the plan attached hereto as Exhibit XX, reserved for the exclusive use of the Government, of which XX shall be structured/inside parking spaces and XX shall be surface/outside parking spaces. 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. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. Any penetration of the roof or the placement of equipment must obtain prior approval from DFW International Airport and must follow permitting procedures for installation. Roof penetrations must be repaired upon removal of equipment.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

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

	Year 1	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$798,371.61	\$41.33
Operating Costs	\$650,403.39	\$33.67
Full Service Rate	\$1,448,775.00	\$75.00

	Year 2	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$878,150.82	\$45.46
Operating Costs	\$715,501.68	\$37.04
Full Service Rate	\$1,593,652.50	\$82.50

	Year 3	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$966,043.17	\$50.01
Operating Costs	\$786,974.58	\$40.74
Full Service Rate	\$1,753,017.75	\$90.75

	Year 4	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$1,062,628.17	\$55.01
Operating Costs	\$865,787.94	\$44.82
Full Service Rate	\$1,928,416.11	\$99.83

	Year 5	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$1,168,871.67	\$60.51
Operating Costs	\$952,328.10	\$49.30
Full Service Rate	\$2,121,199.77	\$109.81

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 19,317 ABOA SF. 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 prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

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.

G. ~~Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

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 ██████ 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 (SEP 2013)

This Lease may be renewed at the option of the Government for a term of ~~XX YEARS~~ at the following rental rate(s):

	OPTION TERM, YEARS XX-XX	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$XX	\$XX
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

~~provided notice is given to the Lessor at least XX days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.~~

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517B, General Clauses	16	B
GSA Form 3518, Representations and Certifications	10	C
Security Requirements ██████	8	D

1.07 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment", that the Lessor's base rate for operating costs shall be \$33.67 per RSF (\$650,403.39/annum).