

**LEASE NO. GS-06P-21002
AL-127**

On-Airport Lease
GSA FORM L201D (September 2011)

This Lease is made and entered into between

City of St. Louis, DBA Airport Authority

("the Lessor"), whose principal place of business is 10701 Lambert International Blvd. St. Louis, MO 63145-1000, 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

10701 Lambert International Blvd
St. Louis, MO 63145-1000

and more fully described in Section 1 and Exhibit A (Floor Plan) together with rights to the use of parking and other areas as set forth herein. The Government accepts the leased premises in its current existing condition.

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

Three (3) years

commencing on April 1, 2012 and continuing through March 31, 2015 inclusive.

~~subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. 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 substantial completion and acceptance of the space by the Government. INTENTIONALLY DELETED~~

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

The foregoing Agreement was approved by the Airport Commission at its meeting on the 4th day of APRIL, 2012.

[Redacted Signature]

4-4-12

and Director of Airports

APPROVED AS TO FORM ONLY BY:

[Redacted Signature]

4/5/12

Date

City Counselor
City of St. Louis

COUNTERSIGNED BY:

[Redacted Signature]

4/26/12

Date

Comptroller,
City of St. Louis

[Redacted Signature]

MAY 03 2012

Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 104007

The Board of Estimate and Apportionment approved the foregoing Agreement in substance at its meeting on the 18th day of April, 2012.

[Redacted Signature]

4-18-12

Date

ment

United States of America
General Services Administration
Public Building Service
Real Estate Acquisition Division

[Redacted Signature]

Varene Waldmeier, Contracting Officer

Date: 6-6-12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 6,027 rentable square feet, yielding 6,027 usable office area square feet (sq. ft.) of office and related space (based upon a common area factor (CAF) of 0 percent, located on the first floor(s) and known as the following:

- Break Room, Main Terminal Concourse Level
- Offices, Main Terminal Concourse Level
- Training Area & Offices, C Concourse Mezzanine Level
- Break/Uniform Rooms, East Terminal Concourse Level
- Storage Area, East Terminal Concourse Level

,in the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

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 upon mutually agreed upon written consent from the Airport. 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:

A. Parking: 27 inside structured parking spaces shall be provided for the Government as part of this rental agreement. ~~XX shall be inside parking spaces, and YY shall be surface 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. Antennae, Satellite Dishes and Related Transmission Devices: 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, provided such installation shall be subject to Lessor review and approval, which shall not be unreasonable, conditional or withheld.

1.03 RENT AND OTHER CONSIDERATION

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

	Shell Rent	Operating Rent	Annual Rent	Monthly Rent
04/01/2012-03/31/2013	\$445,540.50	\$72,358.00	\$517,898.50	\$43,158.21
04/01/2013-03/31/2014	\$461,077.46	\$72,358.00	\$533,435.46	\$44,452.95
04/01/2014-03/31/2015	\$477,080.52	\$72,358.00	\$549,438.52	\$45,786.54

B. The annual base rent of \$517,898.50 is comprised of the following:

Description	Sq. Ft.	Rate/Sq. Ft.
Main Terminal, Concourse Level Break Room	1,389	\$60.25
Main Terminal, Concourse Level Offices	1,178	\$60.25
B Concourse, Concourse Level Temporary Training Area/Offices	1,325	\$60.25
East Terminal, Concourse Level Break Room/Uniform Room	1,468	\$68.50
East Terminal, Concourse Level Storage Area	667	\$68.50
Electricity		\$72,358.00 Annually
Structured Parking – 27 Spaces		\$200.00/space per month

~~Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed XX 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.

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 "Clause 1.01, THE PREMISES," created herein;
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
4. ~~All services, utilities (with the exclusion of _____), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of _____ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.~~

F. Parking shall be provided at a rate of \$200 per parking space per month (Structure), which is herein included in Shell Rental Rates, and ~~XXX~~ per parking space per month (Surface).

1.04 TERMINATION RIGHTS (ON-AIRPORT APR 2011)

~~The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 30 days' written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deplanements. 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 DOCUMENTS INCORPORATED BY REFERENCE (ON-AIRPORT SEPTEMBER 2011)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	6	A
Lambert-St. Louis International Airport Area Measurement Policy	1	B
Snow & Ice Control Plan	55	C
Federal Aviation Regulations, Part 77	15	D
GSA Form 3517G, General Clauses	18	E
GSA Form 3518G, Representations and Certifications	3	F

1.06 OPERATING-COST-BASE

~~The parties agree that, for the purpose of applying the clause titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$XX per RSF.~~