

**LEASE AGREEMENT BETWEEN THE LESSOR OF CHARLOTTE AND
GENERAL SERVICES ADMINISTRATION
GS-04B-62309**

This lease agreement ("Lease") is entered into as of November 1, 2012 by and between the LESSOR OF CHARLOTTE ("Lessor") and GENERAL SERVICES ADMINISTRATION ("Lessee").

WITNESSETH:

THAT WHEREAS, the Lessor is the owner and operator of Charlotte Douglas International Airport ("Airport"); and

WHEREAS, the Lessee wishes to lease space at the Old Terminal and Main Terminal for office space for the operations of employees of the [REDACTED]; and

WHEREAS, the Lessor is willing to lease such space to Lessee, upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, which both parties acknowledge are good and sufficient consideration, the parties agree as follows:

AGREEMENT

1. Premises. Lessor hereby leases to Lessee the following office space in accordance with the terms and conditions set forth in this Lease: (a) **Suite 116** consisting of **5,258** square feet in the Old Terminal Building, more particularly described on Exhibit A, and (b) **7,828** square feet in new East Terminal third floor offices level, more particularly described on Exhibit A-1 (collectively, the "Premises"), together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Premises. The Premises are leased by Lessee "as is." The taking of possession by Lessee shall be deemed conclusively to establish that the Premises and any improvements thereto are in good and satisfactory condition as of when possession was taken. Lessee further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Lessor, unless such representations or promises are expressly set forth in this Lease in Exhibit B (Tenant Improvements) attached hereto and made a part hereof.
2. Term. The term of this Lease ("Lease Term") shall begin on the date of beneficial occupancy (defined as the date of the issuance of a Certificate of Occupancy) ("Commencement Date") and shall continue in effect for five calendar years. Lessee shall have an option to renew the Lease Term at the then prevailing market rate for one (1) additional five-year term ("Renewal Term"), exercisable upon Lessee's written notice

within sixty (60) days of the expiration of the Lease Term and upon Lessor's written consent. Upon the Commencement Date, the Lease GS-04B-50098 as amended, between the same parties, shall automatically terminate and this Lease shall supersede and replace it.

3. Termination without cause. Not applicable.
4. Termination for cause. The City may terminate this Lease upon 30 days' notice 1) for Lessee's failure to pay any amounts due under this Lease, 2) if necessary to comply with any federal, state or local laws, 3) if Lessee abandons the Premises and/or 4) for Lessee's failure to perform or breach of any of the terms of this Lease, which failure or breach has not been cured within a reasonable time after written notice to Lessee of such failure or breach.
5. Rent and other payments.
 - (a) Lessee shall pay the Lessor **\$31,693.80** per month as rent for the Premises. Rent is based on \$10.04 per square foot per annum in the Old Terminal and \$41.84 per square foot per annum in the new East Terminal third floor offices level. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.
6. Limitations on use. Lessee **shall not**:
 - (b) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property.
 - (c) Conduct its operations so as to interfere with reasonable use by others of common facilities.
 - (d) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.
7. Maintenance and Repairs. The Lessor shall maintain, keep and repair, at its expense, the Premises in the same good order and repair as it may be at the beginning of the Lease Term, excepting (1) ordinary wear and tear caused by the Lessee, its agents, employees, guests and invitees and (2) damages to the Premises caused by Lessee, its agents, employees, guests or invitees. Lessee shall be responsible for and shall reimburse the Lessor for any damages to the Premises caused by Lessee, its agents, employees, guests or invitees.

8. Alterations. Lessee shall not make any alterations to the Premises without the written consent of the Aviation Director, including the installation of any fixtures of improvements, and then only in strict compliance with such written consent.
9. Return of Premises Upon Termination. The Lessee agrees to surrender the Premises upon termination of this Lease or any extension thereof, in the same condition as received by the Lessee, except for ordinary wear and tear.
10. Lessor's Right to Enter and Inspect. The Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its rights as owner and operator of the Airport and as landlord.
11. Non-Assignment. Lessee shall not assign or sublet the Premises under any circumstances.
12. Rules and Regulations. Lessee shall comply with all rules, regulations and ordinances of Lessor and the Aviation Director, which are now in effect or may hereafter be placed in effect. Additional Rules and Regulations specific to the Old Terminal are found in Exhibit C contained herein.
13. Intentionally Deleted]
14. Insurance. Lessee represents that it is self-insured.
15. Worker's Compensation and Employer's Liability Insurance. Lessee shall maintain workers compensation and employer's liability insurance in the amounts and form required by the laws of the United States.
16. Non-Discrimination Clause. The Lessee for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises;
 - (b) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
 - (c) That the Lessee shall use the premises in compliance with all other requirements proposed by or pursuant to Title 40, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of

Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

17. Certification of Non-Discrimination. By the execution of this Agreement, the Lessee certifies as follows:

We, the supplier of goods, materials, equipment or services covered by this bid or contract, will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color or national origin of such persons.

18. Federal Grants and Public Use. The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of the Airport, so that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The Lessor reserves the right to further develop or improve, as it sees fit, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Lessee and without interference or hindrance therefrom. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America, including instrumentalities thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds in developing the Airport.
19. Compliance with Americans with Disability Act of 1990. Lessee shall fully comply with all applicable provisions of the Americans With Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (ADA), expressly including, but not limited to, all requirements otherwise imposed on the City regarding the Premises and invitees of Lessee, insofar as the Premises is considered a place of public accommodation and invitees or employees are covered by the services, programs and activity provisions of Title II of ADA.
20. Recapture by United States Government. It is understood and agreed between the parties hereto that this Lease shall be terminated if the United States of America, in exercising its right to recapture under the terms of the instrument conveying the premises to the Lessor, requires such termination, and further that this Lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport.
21. Applicable Law. This Lease and every question arising hereunder shall be construed or determined according to the laws of the United States.
22. Notice. Whenever any notice of payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be deemed to have been

given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, to insure delivery, and deposited in the United States mail addressed to:

LESSOR: Aviation Director
Charlotte/Douglas International Airport
5501 Josh Birmingham Parkway,
Charlotte, NC 28280-5746
Phone: 704-359-4000
Fax: 704-359-4030

LESSEE: Lease Contracting Officer
General Services Administration
77 Forsyth St. Atlanta, Ga. 30303 SW
Phone 404 562 0858

or in such other place as either party shall in writing designate in the manner provided herein.

23. Additional Clauses: GSA Forms 3517 and 3518 are attached hereto and incorporated herein as Exhibit D (collectively, the "GSA Forms"). In the event of a conflict between the GSA Forms and clauses 1 through 20 of this Lease, clauses 1 through 20 shall control.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and in acknowledgment that the parties to this Lease have read have read and understood each and every provision hereof, the parties have caused this Agreement to be executed as of the date first written above.

LESSOR OF CHARLOTTE

By:  _____

Date: 10/11/12 _____

GENERAL SERVICES ADMINISTRATION

By:  _____

Printed Name: Jackson

Title: Lease Contracting Officer

Date: 9/17/2012 _____