

LEASE NO. GS-07P-LTX00222

Warehouse Lease
GSA FORM L201WH (10/16)

This Lease is made and entered into between **Northwest Airport Management LP**

(Lessor), whose principal place of business is 20803 Stuebner Airline Rd, Suite 0, Spring, TX 77379-5469, 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:

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

9107B Boudreaux Rd, Tomball, TX 77375

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 12/1/17 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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:



Name: JAG GILL, PRESIDENT OF
Title: GILL AVIATION, INC., S.P. OR
Entity Name: NORTHWEST AIRPORT
Date: MANAGEMENT L.P.
09-29-17.

FOR THE GOVERNMENT



Name: Ed Budzinski
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 10/17/18 17 EB

WITNESSED FOR THE LESSOR BY:



Name: Customer Service Manager
Title: Customer Service Manager
Date: 09-29-17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (OCT 2016)

The Premises are described as follows:

A. Warehouse and Related Space: **15,766** rentable square feet yielding **15,766** ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **0** percent. This factor, 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 (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) 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. Automobile Parking:
10 parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit **B** of which **10** spaces shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. Semi-Trailer Staging Area/Parking:
1 parking spaces sized for **trailer** trucks as depicted on the plan attached hereto as Exhibit **B** of which **1** shall be reserved for the exclusive use of the Government: **1** of the reserved spaces shall also be secured within a fenced-in area with a 10 foot high fence with barbed wire angled outward in the location depicted on Exhibit **B** attached to this Lease. Should new fencing be required to meet this requirement, the cost of new fencing shall be considered as a part of the shell to be provided by lessor. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. 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.

F. INTENTIONALLY DELETED

~~**1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)**~~ INTENTIONALLY DELETED

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

The approximate **9,805** ABOA SF hangar component must have a clear ceiling height capable of housing an aircraft, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of **9** feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

~~**1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)**~~ - INTENTIONALLY DELETED

1.06 RENT AND OTHER CONSIDERATION (OCT 2016)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$340,860.92	\$340,860.92
OPERATING COSTS ²	\$108,470.08	\$108,470.08
TENANT IMPROVEMENTS RENT ³	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$449,331.00	\$449,331.00

¹Shell rent calculation:

(Firm Term) \$21.62 per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) \$21.62 per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$6.88 per RSF multiplied by the RSF stated under Paragraph 1.01

³No tenant improvements are amortized into the rent.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,766 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 Tenant Improvement (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 the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

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 herein 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 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.

1.07 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)~~ INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. 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.

1.09 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (OCT 2016)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN(S)	1	B
AGENCY SPECIAL REQUIREMENTS	102	C
SECURITY REQUIREMENTS FOR LEVEL 2	5	D
GSA FORM 3517B GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND	2	F

CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)		
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- 1.11 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2014)~~ INTENTIONALLY DELETED
- 1.12 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED
- 1.13 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED
- 1.14 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED
- 1.15 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED
- 1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 13.35 percent. The Percentage of Occupancy is derived by dividing the total Government valuation of \$284,514.88 by the total valuation of \$2,131,720.00. The tax parcel number is 043-218-000-0020.

- 1.17 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED
- 1.18 OPERATING COST BASE (OCT 2016)

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 \$6.88 per RSF.

- 1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.00 per ABOA SF of Space vacated by the Government.

- 1.20 HOURLY OVERTIME HVAC RATES (OCT 2016)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- \$45.00 per hour for the entire Space.

- 1.21 ~~24-HOUR HVAC REQUIREMENT (OCT 2016)~~ INTENTIONALLY DELETED
- 1.22 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

Remove exit sign located above the hangar door per recommendation in General Fire and Life Safety Evaluation Report, dated 9/13/17.

- 1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.