

LEASE NO. GS-07B-17036

This Lease is made and entered into between

Lessor's Name City of Austin

("the Lessor"), whose principal place of business is **3600 Presidential Blvd. Suite 411 Austin, TX 78719-2510** 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.

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

**Austin-Bergstrom International Airport
3600 Presidential Blvd. Austin, TX 78719-2363**

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 Have and To Hold the said Premises with their appurtenances for the term beginning on **February 28, 2012** 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, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement and intent to be bound by their signatures below.

FOR THE LESSOR:

[Redacted signature]

[Redacted signature]

Lease Contracting Officer *GARRETT GORDON*

Date: 8/10/12

[Redacted signature]

Title: ASSISTANT CITY ATTORNEY
Date: 8/17/2012

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 5,267 rentable square feet (RSF), yielding 5,267 ANSI/BOMA Office Area (ABOA) square feet of office and related space, located in the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. The Government occupies 0.77387% of the building (5,267 RSF /680,598 RSF).

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. 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: 6 Parking spaces, of which 6 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.

1.03 RENT AND OTHER CONSIDERATION

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

	Years 1 - 5	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$391,999.22	\$74.43
Operating Costs	\$32,392.05	\$6.15
Full Service Rate	\$424,391.27	\$80.58

B. 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.

C. Rent shall be paid in arrears 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.

D. 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 "Paragraph 1.01 The Premises" created herein;
2. Performance or satisfaction of all other obligations set forth in this Lease; and
3. All 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

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 60 days' written notice to the Lessor if (i) regularly scheduled maintenance ceases, (ii) the airport to replace [redacted] (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in complement. 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 INDEMNITY

Subject to the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, where applicable, the Government agrees to be responsible only for the negligence of the Government's employees. The Government shall be responsible for attorneys' fees only as provided for in the Equal Access to Justice Act, as amended, 5 U.S.C. § 504 and 28 U.S.C. § 2412.

1.06 Default by government

A. Each of the following shall be deemed a default by government ("Tenant Default") hereunder and a material breach of this Lease:

- 1) Government shall fail to pay any installment of Rent or any other sum payable by government to lessor under this Lease when due, and such failure shall continue for ten (10) days after delivery by lessor to government of written notice specifying such failure;
- 2) Government shall fail to keep, perform, or observe any of the non-monetary covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by government, and government shall fail to cure such failure within thirty (30) days after delivery by lessor to government of written notice specifying the failure; provided, however, if the failure is incapable of being cured within such 30-day period, a Default shall not occur under this subsection if government promptly commences the cure of the failure during such 30-day period and thereafter diligently and continuously pursues the cure to its completion.

B. Remedies of lessor. If a Tenant Default occurs, lessor may at any time thereafter assert a claim against government under the Contract Disputes Act of 1978, as amended (41 U.S.C. §§601-613) and in accordance with the Dispute Resolution provisions set forth herein.

1.07 LAWS, AGREEMENTS, AND GRANT CONDITIONS

A. National Emergencies. This Lease shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

B. Public Accommodation Laws. government covenants that it shall comply fully with applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation the requirements of the Americans with Disabilities Act and all regulations thereunder, and that Premises shall remain in compliance with throughout the term of this Lease.

C. SECURITY. government shall comply with all applicable [redacted] and airport security rules and regulations including, but not limited to those set forth in 49 CFR Parts 1542 et seq.

D. Non-Discrimination and Affirmative Action. To the extent applicable to the United States, government, for itself, its successors and assigns, as a part of the consideration of this Lease, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination in the use of said Premises and improvements; (2) 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, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that government shall use the Airport facilities in compliance with all other requirements imposed by, or pursuant to, 49 CFR, Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended; and (4) government assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, Non-discrimination Airport in Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E, or such employment activities covered in Chapters 5-3 and 5-4 of the Code of the City of Austin. government assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. government assures that it will require that any covered subtenant similarly will undertake affirmative action programs and that the subtenant will require assurance from the subtenant's sub-tenants, as required by 14 CFR, Part 152, Subpart E, to the same affect. government agrees to post, in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

E. Grant Assurances. This Lease is subject to the provisions of any agreement heretofore made between lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to lessor for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended.

1.08 CITY'S RIGHTS OF ENTRY AND INSPECTION

A. When no state of emergency exists the lessor may, after notice to government, enter upon the Premises during normal operating hours in order to inspect same. In an emergency, lessor may enter upon the Premises at any time and without notice to the government. lessor will use reasonable efforts to minimize the disruption to government resulting from any such inspections.

b. The lessor shall have the right, for the benefit of government, or other users and tenants of the Airport, to maintain existing and future service lines or systems and to enter the Premises at all times to make such repairs, replacements, and alterations as may, in the opinion of the lessor, be deemed necessary or advisable, and from time to time, to construct or install over, on, in or under the Premises new systems, pipes, lines, mains, wires conduits, ducts, and equipment. The lessor shall endeavor to exercise such rights in a manner, so as to interfere as little as reasonably possible with the government's operations hereunder. Nothing herein shall impose or shall be construed to impose upon the lessor any obligation to maintain the Premises, or to make such repairs, replacements, alterations or additions in or to the Premises, nor impose any liability for failure to do so.

C. If the lessor deems it necessary or advisable to enter any portion of the Premises, for a temporary period to perform construction or other work thereon, in order to properly operate the Airport, or any part thereof, government shall upon request, relinquish to the lessor for such temporary period, such of the Premises as is required by lessor, and no interference with the government's operations pursuant to this section shall be deemed a breach of this Lease by lessor, or shall entitle government to a rebate or reduction in rent or other charges or fees required to be paid by government hereunder.

1.09 NOTICES AND CONTRACT ADMINISTRATION

A. Contract Administrator. The Department of Aviation Manager of Administration and Business Development is lessor's designated contract administrator for this Lease, and is authorized to act on behalf of the Director to organize, schedule, coordinate matters related to this Lease and the Premises, and to review and approve requests by government under this Lease. lessor may change its contract administrator by written notice to government.

B. Notices. Any notice provided for or permitted to be given hereunder must be in writing and may be given by depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; hand delivering the same to the party to be notified; or overnight courier of general use in the business community of Austin, Texas. Notice given in accordance herewith shall be deemed delivered and effective on the earlier of actual receipt or three calendar days next following deposit thereof in accordance with the requirements above.

Notices to lessor shall be sent to:

Executive Director
Department of Aviation
Austin-Bergstrom International Airport
3600 Presidential Blvd., Suite 411
Austin, Texas 78719

Notices to government shall be sent to:

Contracting Officer
General Services Administration
819 Taylor Street, 7PWE
Fort Worth, TX 76102

1.10 DOCUMENTS INCORPORATED BY REFERENCE

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

Document Name	No. of Pages	Exhibit
Floor Plan(s)	6	A
GSA Form 3517G, General Clauses	16	B
GSA Form 3518G, Representations and Certifications	3	C