

**LEASE NO. GS-03P-LVA12162**

This lease is made and entered into between

**Norfolk Airport Authority**

(Lessor), whose principal place of business is Norfolk International Airport (Airport), 2200 Norview Avenue, Norfolk, Virginia 23518-5807, and whose interest in the Property described herein is that of Owner and Operator, 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

**Norfolk International Airport, 2200 Norview Avenue, Norfolk, Virginia 23518-5807**

and more fully described in Section 1 and Exhibit 1, together with rights to the use of parking and other areas as set forth herein, to be used for the purposes of supporting the [REDACTED] at the Norfolk International Airport (Airport).

**Lease Term**

To Have and to Hold the said Premises with its appurtenances for the term beginning November 1, 2014 and continuing for a period of Five (5) years expiring on October 31, 2019, subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement and 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.

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LESSOR: RSB  
ROBERT S. BOWEN  
DEPUTY EXECUTIVE DIRECTOR

GOVERNMENT: [Signature]



Title: Executive Director

Norfolk Airport Authority

Date: 10/6/14

WITNESSETH FOR THE LESSOR BY:



Name: Mesha Vargas

Title: Executive Secretary

Date: 10-6-14



Name: Samantha Poole

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/14/14

WITNESSETH FOR THE GOVERNMENT BY:



Name: Douglas Morrell

Title: Lease Contracting officer

Date: 10/14/14

## SECTION 1 ON-AIRPORT LEASE

### 1.01 The Premises

The Premises are described as follows:

A. Office and Related Space: 4,457 rentable square feet (RSF), yielding 3,876 American National Standards Institute/Building Owners and Managers (ANSI/BOMA) Office Area (ABOA) square feet (SF) of office and related Space located on the Second Floor of the Airport Departures and Arrivals Terminals, as depicted on the floor plans attached hereto as Exhibit 1

B. Common Area Factor: The Common Area Factor (CAF) is established as 15 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 Section 1.03.

### 1.02 Express Appurtenant Rights

The Government shall have the non-exclusive right to the use of Appurtenant Areas, but shall not have the right to post signage concerning Rules and Regulations Governing Conduct on Federal Property within such areas. Appurtenant to the premises and included in the Lease are rights to use the following:

A. Parking: Non-reserved and non-exclusive parking spaces in the Airport Employee Parking lot as required to meet the staffing needs of the [REDACTED] assigned to the Norfolk International Airport.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Terminal Buildings sufficient in size for the placement and installation of telecommunications equipment, (2) the right to access the roof of the Buildings, and (3) use of Buildings 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. The placement, installation, and access for maintenance shall be subject to the Lessor's approval, which will not be unreasonably withheld.

**1.03 Rent and Payments**

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

	Years 1 - 5	
	Annual Rent	Annual Rate /ABOA
Shell Rental Rate	\$126,047.52	\$32.52
Operating Costs	\$13,488.48	\$3.48
<b>Full Service Rate</b>	<b>\$139,536.00</b>	<b>\$36.00</b>

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 3,876 ABOA SF.

C. 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.

D. Rent shall be paid to Lessor by electronic funds transferred to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System of Award Management (SAM). If Payee is different from the Lessor, both Payee and Lessor must be registered. The registration for Payee and Lessor shall be free of charge.

E. When the Space is offered and Accepted, the amount of ABOA square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by Lessor and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Government Contracting Officer determines that it is necessary.

(3) Payment will not be paid for space which is in excess of the amount of ABOA square footage stated in the Lease.

(4) If it is determined that the amount of ABOA square footage actually delivered is more or less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the rate will be adjusted as follows:

ABOA square feet more or less delivered multiplied by one plus the Common Area Factor (CAF), multiplied by the rated per Rental Square Foot (RSF).

#### 1.04 Termination Rights

Lessor and Government may terminate this Lease, in whole or in part, at any time during the term of this Lease with ninety (90) days prior written notice to the other party if (i) regularly scheduled commercial air services cease, (ii) Lessor opts to replace [REDACTED] screeners with private contractors, (iii) the security screening 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 provided the Government has fully vacated the Leased Space by that date.

#### 1.05 Renewal Rights

The Lease may be renewed at the option of the Government for a term of [REDACTED] at [REDACTED] ABOA square foot provided notice is given to the Lessor at least 90 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

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

- Exhibit 1 Floor Plans
- Exhibit 2 Form 3618A, REPRESENTATIONS AND CERTIFICATIONS

### SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

#### 2.01 Definitions and General Terms

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards and formulas:

- A. Appurtenant Areas: Those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

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LESSOR: RSB

GOVERNMENT: [Signature]