

LEASE NO. GS-04P-LFL62602

On-Airport Lease
GSA FORM L201D (September 2015)

This Lease is made and entered into between

City of Naples Airport Authority

(Lessor), whose principal place of business is 160 Aviation Drive North, Naples, FL 34104-3570, 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

500 Terminal Drive, Suite TC7, Naples FL 34104-3570

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

2 Years, 2 Years Firm, March 1, 2016 through February 28, 2018,

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

Name: _____
Title: Executive Director
Entity Name: City of Naples Airport Authority
Date: 6-7-2016

Name: _____
Title: _____ Service
Date: 7-15-16

WITNESSED FOR THE LESSOR BY:

#1 _____
Name: _____
Title: _____
Date: _____

WITNESSED FOR THE GOVERNMENT BY:

#1 _____
Name: CINDY D. FAZIOU
Title: CONTRACTING OFFICER
Date: 7/15/2016

#2 _____
Name: _____
Title: _____
Date: _____

#2 _____
Name: _____
Title: _____
Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. **Office and Related Space:** 282 rentable square feet (RSF), yielding 282 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1ST floor(s) and known as Suite(s) TC7, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.0 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 the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive 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:

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2015)

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

	TERM 1 3/1/16 – 2/28/18
	ANNUAL RENT
SHELL RENT ¹	\$4794
OPERATING COSTS ²	\$ 0
TOTAL ANNUAL RENT	\$4794

¹Shell rent calculation:
(Firm Term) \$17 per RSF multiplied by 282 RSF
²Operating Costs rent calculation: \$0 per RSF multiplied by 282 RSF.

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 282 ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent shall be paid to 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. This registration service is free of charge.

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 the paragraph entitled "The Premises,"
2. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. 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.

~~1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP-2013) INTENTIONALLY DELETED~~

~~1.05 RENEWAL RIGHTS (SEP-2013) INTENTIONALLY DELETED~~

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA Form 3517B, General Clauses	47	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold interests in Real Property)	2	C
Security Level II	7	D

1.07 OPERATING-COST-BASE (SEP-2013) INTENTIONALLY DELETED