

**LEASE NO. GS-06P-LMO51007
AL-178**

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

City of St. Louis, Owner and Operator of Lambert-St. Louis International Airport

(Lessor), whose principal place of business is 10701 Lambert International Blvd., St. Louis, MO 63145-1000, 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

10701 Lambert International Blvd
St. Louis, MO 63145-1000

and more fully described in Section 1 and Exhibits A and B, together with rights to the use of parking and other areas as set forth herein. The Government accepts the leased premises in its current existing condition.

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

3 Years

~~subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.~~

The Lease effective date is January 1, 2016.

LEASE NO. GS-06P-LMO51007

LESSOR: RCS GOVERNMENT: SF

GSA FORM L201D (09/13)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

The foregoing Agreement was approved by the Airport Commission at its meeting on the 2nd day of December, 2015.

[Redacted Signature]

12/3/15

Date

[Redacted Signature]

BY:

12-3-15

City Counselor, City of St. Louis

Date

[Redacted Signature]

12/21/15

Comptroller, City of St. Louis

Date

[Redacted Signature]

DEC 28 2015

Date

The Board of Estimate and Apportionment approved the foregoing Agreement in substance at its meeting on the _____ day of December 16, 2015.

[Redacted Signature]

12/16/15

Date

United States of America
General Services Administration
Public Building Service

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 69391

[Redacted Signature]

-7-2015

Date

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

A. The Premises, as of the initial Government occupancy effective 1/1/2016, until the substantial completion of the Terminal 1 Consolidated Space – D Connector, as determined by the mutual inspection of the City and the Government, or 9/1/2016, whichever occurs first, consists of the following:

Office and Related Space: 6,513 rentable square feet (RSF), yielding 6,513 usable square feet (USF) of office and related Space and known as the following:

- Terminal 1, Offices Near Exit 11 (1,178 RSF)
- Terminal 1, Concourse C, Mezzanine Training Rooms (2,212 RSF)
- Terminal 1, Upper Level Break Room (988 RSF)
- Terminal 2, Concourse Level Break and Storage Room (2,135 RSF)

In the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Upon substantial completion of the tenant Improvements to the Terminal 1 Consolidated Space – D Connector, as determined by the mutual inspection of the City and the Government, or 9/1/2016, whichever occurs first, the Premises will consist of the following:

Office and Related Space: 8,533 rentable square feet (RSF), yielding 8,533 usable square feet (USF) of office and related Space and known as the following:

- Terminal 1, Consolidated Space – D Connector (5,004 RSF)
- Terminal 1, Concourse C, Mezzanine Training Rooms (2,212 RSF)
- Terminal 1, Upper Level Break Room (988 RSF)
- Terminal 2, Concourse Level Break Room (329 RSF)

In the Building, as depicted on the floor plan(s) attached hereto as Exhibit B. Subject to the Government's submission of a Tenant Construction Application (TCA) to the City and the City's approval of the TCA, the Government has the right to construct tenant improvements in this space prior to occupancy. A subsequent Lease Amendment will document the effective date of occupancy.

~~C. Common Area Factor: The Common Area Factor (CAF) is established as XX 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:

- A. Parking: 21 inside structured parking spaces shall be provided for the Government as part of this rental agreement.
- B. 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, provided such installation shall be subject to Lessor review and approval, which shall not be unreasonable, conditional or withheld.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

A. During the Initial Government occupancy as outlined in Paragraph 1.01 THE PREMISES, sub paragraph A, the Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Shell Rent	Operating Rent	Annual Rent	Monthly Rent
1/1/2016 – Earlier of Substantial Completion or 8/31/2016	\$458,728.54	\$66,363.72	\$525,092.26	\$43,757.69

B. The rent for the initial Government occupancy of \$525,092.26 is based on the components of the table below.

Description	Rentable Square Feet	Rate/RSF
Terminal 1, Offices Near Exit 11	1,178	\$57.98
Terminal 1, Concourse C, Mezzanine Training Rooms	2,212	\$57.98
Terminal 1, Upper Level Break Room	988	\$57.98
Terminal 2, Concourse Level Break and Storage Room	2,135	\$66.46
Structured Parking – 21 Spaces	\$250.00 per space per month	
Electricity (Operating Rent)	\$66,363.72 annual	

C. In accordance with Paragraph 1.01 THE PREMISES, sub paragraph B, the substantial completion date of the of tenant improvements to the Terminal 1 Consolidated Space – D Connector, as determined by the mutual inspection of the City and the Government, or September 1, 2016, whichever is first, the Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Shell Rent	Operating Rent	Annual Rent	Monthly Rent
Earlier of substantial completion or 9/1/2016 – 6/30/2017	\$575,462.93	\$66,363.72	\$641,826.65	\$53,485.55
7/1/2017 – 6/30/2018	\$592,726.82	\$68,354.63	\$661,081.45	\$55,090.12
7/1/2018 – 12/31/2018	\$610,508.62	\$70,405.27	\$680,913.89	\$56,742.82

D. The base rent of \$641,826.65 for the space described in Paragraph 1.01 THE PREMISES, sub paragraph B is based on the components of the table below. Rent for subsequent years is based on an annual 3% increase from the previous year.

Description	Rentable Square Feet	Rate/RSF
Terminal 1, Consolidated Space – D Connector	5,004	\$59.72
Terminal 1, Concourse C, Mezzanine Training Rooms	2,212	\$59.72
Terminal 1, Upper Level Break Room	988	\$59.72
Terminal 2, Concourse Level Break and Storage Room	329	\$68.45
Structured Parking – 21 Spaces	\$250.00 per space per month	
Electricity (Operating Rent)	\$66,363.72 annual	

Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR), now 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.

G. 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. ~~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;
4. ~~All services, utilities (with the exclusion of _____), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of _____ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Lease Contracting Officer (LCO), prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements;~~

H. Parking shall be provided at a rate of \$250.00 per parking space per month (structured), which is herein included in the Shell Rental Rate.

1.04 TENANCY AT WILL (MODIFIED TERMINATION RIGHTS)

Parties acknowledge that this conveyance is a Tenancy at Will and that the Lessor or Government may terminate this Lease, in whole or in part, at any time by giving not less than thirty (30) days notice to the other party and that no rents shall accrue after the effective date of termination. Rental accrual or adjustment shall be calculated from the day following the date of the said notice.

1.05 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plans – Initial Occupancy	4	A
Floor Plans – New Office Layout	4	B
GSA Form 3517B, General Clauses	47	C
GSA Form 3518, Representations and Certifications	2	D

1.06 OPERATING COST BASE (SEP 2013)

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 \$XX per RSF (\$XX,XXX/annum).

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

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. Appurtenant Areas are defined as 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.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).