

LEASE AGREEMENT

This Lease Agreement is made and entered into between the Lehigh-Northampton Airport Authority, a municipal authority organized and existing by virtue of the Municipality Authorities Act of 1945, as amended, and having its principal office on the Third Floor, Main Passenger Terminal, Lehigh Valley International Airport, 3311 Airport Road, Allentown, Pennsylvania, 18109 (hereinafter referred to in this Lease as "LESSOR"), and the Government of the United States of America (hereinafter referred to in this Lease as "LESSEE").

WITNESSETH THAT:

LESSOR and LESSEE, in consideration of the mutual covenants and agreements set forth herein, and each party intending to be legally bound hereby, agree as follows:

ARTICLE 1 - Term

1.01 The term of this Lease shall be for a ten (10) year period commencing on January 1, 2016, and ending on December 31, 2025.

1.02 This Lease may be terminated by either party after year one of the term outlined in paragraph 1.01, and upon ninety (90) days advance written notice.

1.03 **Hold Over.** If LESSEE holds over and wrongfully continues in possession of the leased premises after expiration of the term of this Lease or any extension of that term, other than as provided in paragraph 1.01, LESSEE will be deemed to be occupying the premises at sufferance from month-to-month tenancy, without limitation on any of LESSOR'S rights or remedies thereunder, subject to all of the terms and conditions of this Lease, except that the basic rent and additional rent shall be increased to twice the basic rent and additional rent payable for the last month of the term of this Lease prior to the hold over.

1.04 If LESSOR shall be unable for any reason not caused by LESSEE to deliver actual possession within thirty (30) days after the commencement date set forth in paragraph 1.01, LESSEE shall have the choice of (a) terminating the Lease and recovering any consideration already paid, or (b) delaying acceptance of actual possession until LESSOR is able to give it, such delay not to exceed a period of ninety (90) days.

ARTICLE 2 - Premises

2.01 LESSOR does hereby demise and let unto LESSEE the premises being 1,766 rentable square feet (RSF), and 1,536 usable square feet (USF), more or less, (the "Demised Premises") in the Terminal Building (the "Building") on the second floor at Lehigh Valley International Airport, located at 3311 Airport Road, Allentown, PA. The location of said leased premises is depicted on Exhibit "A" attached hereto and made a part hereof.

ARTICLE 3 – Rent and Charges

3.01 From the date of beneficial occupancy and continuing throughout the Lease Term, LESSEE will pay to LESSOR in advance of the First day of each month without invoice or demand, one twelfth of the Basic Rent calculated by multiplying the square footage of the Demised Premises (1,536 SF) by the current Terminal Rental Rate (\$67.18 per SF) as determined by the Lessor's

Resolution #3620, Resolution Establishing Air Transportation Company Rates and Charges and Operating Requirements at Lehigh Valley International Airport, (“Resolution #3620) as it may be amended or promulgated from time to time. A current copy of Resolution #3620 is attached and incorporated herein as Exhibit “B”. Any extension to the term of this Lease, or holding over period, will also be subject to the prevailing rates of Resolution #3620. Based on the above, the current annual rent is \$103,188.48.

3.02 LESSEE agrees that there shall be added to all sums past due an interest charge of one and one-half percent (1.5%) of the principal for each calendar month of delinquencies, computed as simple interest. No interest shall be charged on any account until payment is at least thirty (30) days past due and such interest, when assessed thereafter, shall be computed from the date when the account is thirty (30) days past due.

3.03 LESSEE agrees to pay as rent, in addition to the Basic Rent, any and all sums which may become due as specified herein by reason of the failure of LESSEE to comply with all of the covenants of this Lease and any and all damages, costs and expenses which LESSOR may suffer or incur by reason of any default of LESSEE or failure on its part to comply with the covenants of this Lease, and each of them, and also any and all damages to the Demised Premises caused by any act or neglect of LESSEE, ordinary wear and tear excepted.

3.04 LESSEE shall pay all costs, including without limitation attorney fees, incurred by LESSOR in collecting or attempting to collect any sum owed hereunder, or in ejecting or attempting to eject LESSEE from the Premises after termination hereof, whether by judicial proceedings or other means, unless LESSOR is not the prevailing party.

3.05 **Security Deposit.** Upon commencement of this Lease, LESSEE shall deposit with LESSOR the equivalent of one month’s Basic Rent, which deposit LESSOR may apply to delinquent amounts owed by LESSEE on another lease or account. LESSOR shall place this deposit in an interest-bearing escrow account and, when this Lease is terminated, return any outstanding amount, less any arrearages or other sum owed LESSOR, to LESSEE with interest. At termination hereof, LESSOR shall release this deposit upon both return to it of any key, badge or other item provided by it to LESSEE, and satisfactory completion of an inspection of the Demised Premises. This deposit may not be used as the final month’s rent.

3.06 **Place of Payment.** All rent shall be payable without prior notice or demand at the office of LESSOR, Third Floor, Main Passenger Terminal, Lehigh Valley International Airport, 3311 Airport Road, Allentown, Pennsylvania, 18109, or at such other place as LESSOR may from time to time designate by notice in writing.

ARTICLE 4 – Use

4.01 The Demised Premises shall be used solely for the normal conduct of LESSEE’s business, which will include but is not limited to administration, classroom training and personnel break area.

4.02 If LESSEE’S use deviates from the above-stated use and causes the existing rate of insurance on the Building to increase, LESSEE shall be responsible for the increase as additional rent.

no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) LESSEE shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title 6 of the Civil Rights Act of 1964, and that said Regulations may be modified or amended. LESSEE further covenants and agrees that in the event of a judicial determination of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate this Lease and to reenter and repossess said land and the Demised Premises and the facilities thereon and therein, and to hold the same as if the Lease had never been made or issued.

17.16 LESSOR and LESSEE agree to General Clauses as set forth by LESSEE and , attached hereto as Exhibit "C".

17.17 During the term of this Lease, LESSEE agrees not to erect any signs on LESSOR'S premises without prior written approval of LESSOR.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

PORT AUTHORITY
[Redacted] _____ Witness: [Redacted]
Name: Darren J. Sellers Name: Marcy D. Wolk
Title: Director Business & Commercial Services Title: Project Specialist
[Redacted] _____ Witne
Name: Camille Kye Name
Title: Contracting Officer Title: [Redacted]