

LEASE NO. GS-07P-LTX17490

C76564

On-Airport Lease
GSA FORM L201D (May 2015)

2015-1243

This Lease is made and entered into between

Lessor's Name The City of Houston

(Lessor), whose principal place of business is **William P Hobby Airport, 7800 Airport Boulevard, Suite 8, Houston, Texas 77061-4145** 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

**7800 Airport Boulevard
Houston, Texas 77061-4145**

and more fully described in Section 1 and Exhibit B, 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 **December 1, 2015**, and continuing for a period of

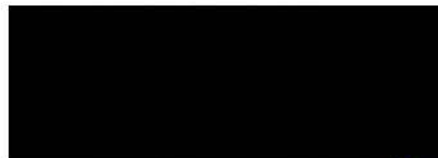
5 Years, 0 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be **December 1, 2015**, and shall expire on **November 30, 2020**.

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 LESSOR: SEE Exhibit A

Name: _____
Title: _____
Entity Name: _____
Date: _____



Title: Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: 2/18/2016

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 4,700 rentable square feet (RSF), yielding 4,700 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **Terminal, Baggage Claim Level (2,120 RSF/ABOA), Central Concourse - Apron Level (267 RSF/ABOA), Terminal Baggage Claim Level (1,677 RSF/ABOA) of the Building and the Remote Baggage Screening Building (636 RSF/ABOA)**, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 0.0 percent (1.00). 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: 0 parking spaces as depicted on the plan attached hereto as Exhibit XX, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces and 0 shall be surface/outside 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.

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.

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

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

	Lease Term Years 1 – 5 December 1, 2015 – November 30, 2020	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$ 75,858.00	\$16.14
Operating Costs	\$429,956.00	\$91.48
Full Service Rate	\$505,814.00	\$107.62

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 4,700 ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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.

F. 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; 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.

G. INTENTIONALLY DELETED

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 30 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [REDACTED] with private contractors, (iii) the 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.

B. 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
City of Houston Signature Page	1	A
Floor Plan(s)	4	B
GSA Form 3517B, General Clauses	46	C
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	8	D

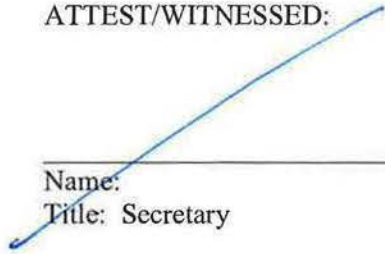
1.07 OPERATING COST BASE (SEP 2013)

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 \$91.48 per RSF (\$429,956.00/annum).

LESSOR:  GOVERNMENT: 

Exhibit A
Lease NO. GS-07P-LTX17490
City of Houston Signature Page

ATTEST/WITNESSED:



Name: _____
Title: Secretary



Name: _____
Title: City Secretary

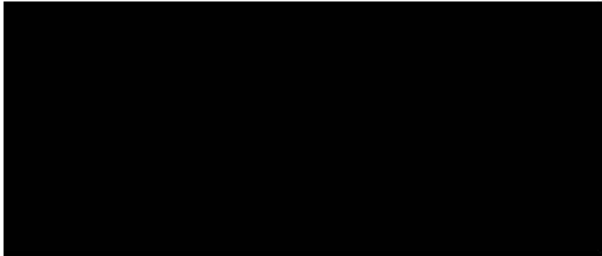




_____ INW
t System



Title: City Controller



DATE COUNTERSIGNED:

By: 12-17-15
Name: _____
Title: _____



date. 2-18-2016