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LEASE NO. GS-09P-LAZ03181

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

City of Phoenix Aviation Department

(Lessor), whose principal place of business is 3400 Sky Harbor Boulevard, Suite 3300, Phoenix, AZ 85034, 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

Terminal 2 – 3300 E. Sky Harbor Boulevard, Phoenix, AZ 85034-4405
Terminal 3 – 3400 E. Sky Harbor Boulevard, Phoenix, AZ 85034-4405
Terminal 4 – 3800 E. Sky Harbor Boulevard, Phoenix, AZ 85034-4405
West Air Cargo B – 1249 S. 27th Street, Suite 07 and Suite 08, Phoenix AZ 85034

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking areas as set forth by Lessor's parking program 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

5 Years

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease is February 1, 2016.

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.

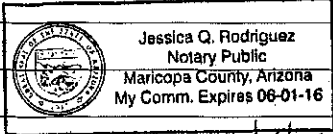
FOR THE LESSOR: CITY OF PHOENIX,
a municipal corporation

Name: _____
Title: _____
Entity Name: City of Phoenix – Aviation Department
Date: _____

FOR THE GOVERNMENT:

General Services Administration, Public Buildings Service
Date: 1/12/16

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

Jess Rodriguez

ATTEST:



11:2 AM 18 NOV 2015

NOTARIAL ACKNOWLEDGEMENT

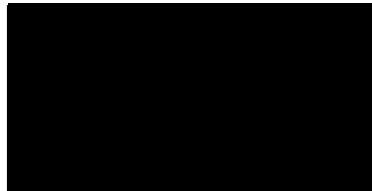
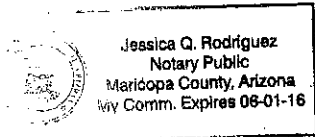
STATE OF Arizona

COUNTY OF Maricopa

This instrument was acknowledged before me this 17 day of November 2015, by

James F. Bennett

(Notary Seal)



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Description of document this notarial certificate is being attached to:	
Type/Title	GSA Facility Lease for [REDACTED]'s Offices, breakrooms and support space at T2,T3, T4 and WAC Lease No. GS09P-LAZ03181
Date of Doc	November 10, 2015
Number of Pages	296
Add'l Signers (other than those named in the notarial certificate.)	City of Phoenix - Aviation, Legal & City Clerk

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: **16,687** rentable square feet (RSF), yielding **16,687** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on in Terminals, 2, 3, 4 and the West Cargo Area Suite 07 and 08, of the airport, as depicted on the floor plan(s) attached hereto as Exhibit A, **Attachments A-1 – D-1**. Lessor leases and Government accepts the Premises AS-IS, where is.

B. Common Area Factor: The Common Area Factor (CAF) is established as **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: Zero (0) parking spaces 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) (SEP 2013)

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

	Year 1		Year 2		Year 3	
	Annual Rent	Annual Rate / RSF (Rounded)	Annual Rent	Annual Rate / RSF (Rounded)	Annual Rent	Annual Rate / RSF (Rounded)
Shell Rental Rate	\$1,495,343.97	\$89.61	\$1,536,953.67	\$92.10	\$1,579,728.90	\$94.67
Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$1,495,343.97	\$89.61	\$1,536,953.67	\$92.10	\$1,579,728.90	\$94.67

	Year 4		Year 5	
	Annual Rent	Annual Rate / RSF (Rounded)	Annual Rent	Annual Rate / RSF (Rounded)
Shell Rental Rate	\$1,623,631.26	\$97.30	\$1,668,902.69	\$100.01
Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00
Full Service Rate	\$1,623,631.26	\$97.30	\$1,668,902.69	\$100.01

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **16,687** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally deleted.

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 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.

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. Intentionally deleted.
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 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

1.06 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
Premises	14	A
Rental Rate Schedule	1	B
Contractor Indemnification and Insurance Requirements	5	C
Supplemental Terms and Conditions to All Airport Agreements	7	D
Tenant Improvement Handbook	12	E
GSA Form 3517B, General Clauses	47	F
GSA Form 3518, Representations and Certifications	10	G
Small Business Subcontracting Plan	29	H

1.07 INTENTIONALLY DELETED