

LEASE NO. GS-09P-LCA03384

On-Airport Lease
GSA FORM L201D (September 2015)

This Lease is made and entered into between

City and County of San Francisco, acting by and through its Airport Commission, c/o the Airport Director, San Francisco International Airport (Lessor), whose principal place of business is:

Airport Commission-San Francisco International Airport
Administrative Offices
Building 100 - International Terminal
P.O. Box 8097
San Francisco, CA 94128

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

San Francisco International Airport
Terminal 3,
Level 1, Room Number T3.1.063
San Francisco, CA 94128

and more fully described in Section 1 and Exhibit 1, together with rights to the use of parking and other areas as set forth herein, to be used for administrative offices for the [REDACTED], and such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon October 1, 2015, as required by this Lease and continuing for a period of 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth.

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 GOVERNMENT:

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 2/10/16

Entity Name: San Francisco International Airport

Date: 1/7/16

WITNESSED FOR THE LESSOR BY:

Name: Christine Arrigale

Title: Executive Assistant to the COO

Date: 1/7/16

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: 2,612 rentable square feet (RSF), yielding 2,612 usable square feet (SF) of office and related Space located on the 1ST floor Terminal 3 and known as Suite T3.1.063 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 1.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 0 percent.

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: 8 parking permits, of which 8 shall be located inside a structured parking facility. In addition, the Lessor shall provide such additional parking permits as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices: With prior written approval of Lessor, which shall not be unreasonably withheld, (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 fixed annual rent for the entire term, payable monthly in arrears, at the rates shown below. The annual rent consists of two (2) components:

- (a) Shell Rent. The Shell rental for the terminal space.
- (b) Operating Cost. The Operating Cost for services which includes: 1) janitorial and relamping, and 2) electrical cost, and 3) water/sewerage cost.
- (c) Parking. Use of the eight (8) onsite parking permits, at no additional cost in consideration for payment of Shell Rent.

	Year 1 - 5	
	Annual Rent	Annual Rate / RSF
Shell Rental & Rate	\$404,441.51	\$154.84
Operating Costs	\$27,315.17	\$10.46
Full Service Rate	\$431,756.68	\$165.30

B. Intentionally Deleted

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. Performance or satisfaction of all other obligations set forth in this Lease; and,
3. All utilities and janitorial services required for the proper operation of 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.

4. All services, utilities, and maintenance required for the proper operation of the Property and the Building 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 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
Exhibit 1 - Floor Plan(s)		1
GSA Form 3517B, General Clauses	47	2
GSA Form 3518, Representations and Certifications	10	3

1.05 OPERATING COST (SEP 2013)

The parties agree that the Lessor's base rate for operating costs shall be \$10.46 per RSF (\$27,315.17/annum).

1.06 HOLD HARMLESS

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. 2671, et., seq.), hereafter termed "The Act," the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employees of the Government while acting within the scope of his office or employment under the same circumstances where a private person would be liable in accordance with the law of the place where the Act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity. The Government shall maintain a program of self-insurance.

1.07 SAN FRANCISCO CONTRACTING REQUIREMENTS

A. No Advertising. The Government shall have no right to conduct any advertising or promotional activities at the Premises or the Airport.

B. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Solicitations, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

C. Notification of Limitations on Contributions. The Government acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City of San Francisco for the leasing of any building from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

D. Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.