

LEASE NO. GS-09P-LCA03476

On-Airport Lease
GSA FORM L201D (May 2015)

This Lease is made and entered into between

City of San Jose

(Lessor), whose principal place of business is 1701 Airport Boulevard, Suite B-1130, San Jose, CA 95110-1206, 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

Norman Y. Mineta
San Jose International Airport
San Jose, CA

and more fully described in Section 1 and Exhibit A, together 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

Three (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.

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

Name: JULIE EDMONDS-MARES

Title: Deputy City Manager

Entity Name:

Date: 12/16/15

FOR THE GOVERNMENT:

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/28/15

WITNESSES
APPROVED

Name: Kevin Fisher

Title: Sr. Deputy City Attorney

Date: 12-11-15

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: 4,708 rentable square feet (RSF), yielding 4,708 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Intentionally Deleted

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: Intentionally Deleted

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:

	Year 1	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$1,210,003.08	\$257.01
Operating Costs	\$0.00	\$0.00
Full Service Rate	\$1,210,003.08	\$257.01

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 4,708 ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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. Repairs. The GOVERNMENT shall at its own expense keep and maintain the improvements in the Government occupied space and building system equipment within that space and lines pre-existing within the Premises in a condition similar to that which existing on the effective date of this Lease, ordinary wear and tear and damage by acts of God excepted; except that the CITY shall maintain the building structure and systems in good repair and condition, including air conditioning and ventilation, plumbing and electricity to the Premises and life safety systems, in the event of failure of the building structure or systems. GOVERNMENT agrees that it shall take reasonable steps and any such other action which it deems necessary to protect GOVERNMENT'S equipment from any damage that may be caused to such equipment in the even of any deficiency, impairment and/or interruption of utility services.

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

A. The Government or the Lessor may terminate this lease without cause, in whole or in part, at any time during the term of this lease with 120 days' prior written notice to either party. 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.

1.05 RENEWAL RIGHTS (SEP 2013)

This airport resets their rates annual bases the Commercial Compensatory Rate Structure. After the first 6 months of this lease (July 1, 2016) the rate will be reset for the next year. Lease may be renewed at the option of the Government for a term of [REDACTED].

Annually, the airport will provide notice of the rate prior to June 1st of that year for the following July 1st through June 30th term. GSA will provide notice of renewal prior to July 1st. All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

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	EXHIBIT
Floor Plan(s)	A
GSA Form 3517B, General Clauses	
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	

1.07 PROPERTY TAXES

Payment of all real property taxes, imposts and assessment shall be the responsibility of the CITY and included as part of the total monthly rental consideration.