

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1a. LEASE NUMBER
GS-07P-LOK018741b. BUILDING NUMBER
N/A

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 40K0196, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING		
Southwest Building 5300 S Meridian Ave Oklahoma City, OK 73119	2a. FLOOR(S) 1	2b. ROOM NUMBER(S) 100	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED 0
	2c. SQ. FT. RENTABLE 49,000 ABOA 49,000 Common Area Factor 0%	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> OTHER (Specify) _____	SURFACE 834 ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED \$0.00/space SURFACE \$0.00/space

B. TERM

3a. 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 **12 Months, 6 Months Firm**, 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.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **60 days** prior written notice to the Lessor. 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.

~~3c. This Lease may be renewed at the option of the Government for a term of _____ YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least _____ days before the end of the original Lease term; 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.~~

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT Refer to Exhibit A	5b. RATE PER MONTH Refer to Exhibit A		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$Refer to Exhibit A	6b. Refer to Exhibit A	6c. N/A
7. OPERATING RENT	7a. \$Refer to Exhibit A	7b. Refer to Exhibit A	7b. N/A
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 12 and 13 below for additional breakdown of cost and amortization rate)	8a. \$N/A	8b. N/A	8c. N/A
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. \$N/A	9b. N/A	9c. N/A
10. TOTAL RENT	10a. Refer to Exhibit A	10b. Refer to Exhibit A	10c. N/A
11. TENANT IMPROVEMENT COSTS N/A	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS N/A		

13. HVAC OVERTIME RATE PER HOUR _____		14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>\$0.00</u>	
D. OWNER IDENTIFICATION AND CERTIFICATION			
15. RECORDED OWNER			
15a. Name Oklahoma City Airport Trust		15b. Unique Entity Identifier (UEI) RC4UYN3Y3XP1	
15c. Address 7100 Terminal Drive, Unit 937	15d. City Oklahoma City	15e. State OK	15f. ZIP + 4 73159-0937
16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.			
<input type="checkbox"/> I have read the RLP with attachments in its entirety and am requesting no deviations			
17. OFFEROR'S INTEREST IN PROPERTY			
<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)			
18. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner			
18a. NAME Jeff Mulder	18b. ADDRESS 7100 Terminal Drive Unit 937	18c. CITY Oklahoma City	18d. STATE OK
18e. ZIP + 4 73159-0937			
18f. Title Director of Airports		18g. E-mail address jeffrey.mulder@okc.gov	18h. Telephone Number 405 316-3260
18i. OFFEROR'S SIGNATURE See Attached page 3			18j. DATE SIGNED 5/16/24

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents:

GSA Form 3626,

Exhibit A – Rent Schedule (1 page)

Exhibit B – FEMA Supplemental Office Lease Requirements (9 pages)

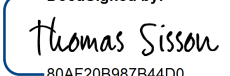
Exhibit C – Lessor Supplemental Lease Provisions (8 pages)

Exhibit D – Floor Plan (1 page)

Exhibit E – Parking Plan (1 page)

Exhibit F – GSA Form 3517B (21 pages)

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) Thomas Sisson	3b. SIGNATURE OF LEASE CONTRACTING OFFICER DocuSigned by:  80AF20B987B44D0...	3c. DATE 5/16/2024
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APPROVED:

Jeff Melder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 20 24.

OKLAHOMA CITY AIRPORT TRUST

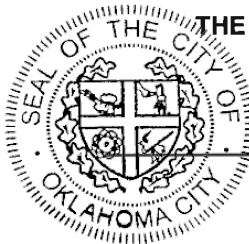
ATTEST: Amy K. Simpson
Trust Secretary



Greg Salmon
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 4TH day of JUNE, 20 24.

ATTEST: Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – Rent Schedule

1. RENT AND OTHER CONSIDERATION

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

	FIRM TERM MONTH 1	FIRM TERM MONTHS 2-6	SOFT TERM MONTHS 7-12
	MONTHLY RENT	MONTHLY RENT	MONTHLY RENT
SHELL RENT ¹	\$ 96,666.67	\$ 81,666.67	\$ 81,666.67
OPERATING COSTS ²	\$ 36,750.00	\$ 36,750.00	\$ 36,750.00
PARKING ³	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 133,416.67	\$ 118,416.67	\$ 118,416.67

¹Shell rent calculation:

(Firm Term) **\$20.00** per RSF multiplied by the RSF stated under Paragraph 2c. of the GSA Form 3626

(Soft Term) **\$20.00** per RSF multiplied by the RSF stated under Paragraph 2c. of the GSA Form 3626

²Operating Costs rent calculation: **\$9.00** per RSF multiplied by the RSF stated under Paragraph 2c. of the GSA Form 3626

³Parking costs of \$0.00 per Space multiplied by the Parking stated under Paragraph 2e. of the GSA Form 3626.

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.
3. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
4. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
5. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.04 NOVIATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

1.05 ASBESTOS (SMALL) (SEP 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the

Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and guidance and that final clearance for re-occupancy was achieved.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2019)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- C. The Building Shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

2.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

2.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

2.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

2.05 ELEVATORS (SMALL) (OCT 2020) INTENTIONALLY DELETED

2.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

2.07 DRINKING FOUNTAINS (OCT 2023)

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountain(s) shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

2.08 RESTROOMS (SMALL) (OCT 2022)

- A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 500 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. Restrooms must meet ABAAS requirements as stated under this Lease.

2.09 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (FEMA) (OCT 2022)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.
- B. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- D. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1, version referenced in the above sub-paragraph. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

2.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SLAT) (OCT 2020)

- A. The Government may elect to contract its own telecommunications service in the Space.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

3.01 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SMALL) (OCT 2021)

- A. The Government shall accept the Space only if the construction of Building shell and Tis, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space.
- B. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- C. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

5.01 FEMA LEASING SERVICES (FEMA) (AUG 2017)

SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT |
| <input checked="" type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING | LAMPS, TUBES & BALLASTS |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>N/A</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>N/A</u> | |

5.02 HEATING AND AIR CONDITIONING (SMALL) (OCT 2022)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- E. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- F. The Space shall have a Server room which shall receive cooling at all times (24 hrs. a day, 365 days a year). The temperature of this room shall be maintained at 70 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

5.03 JANITORIAL SERVICES (SMALL) (OCT 2021) INTENTIONALLY DELETED

5.04 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

5.05 INDOOR AIR QUALITY (OCT 2023)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the GSA PBS Indoor Air Quality Desk Guide (PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.
- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint. The Lessor shall provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Indoor Air Quality Desk Guide (PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

H. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

5.06 HAZARDOUS MATERIALS (OCT 2023)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials, substances, and wastes.

B. Lessor shall, to the extent of its knowledge, notify the Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS). To view the current list of EPA standards and ecolabels that either restrict or eliminate the use of PFAS in certified products, visit [HTTPS://WWW.EPA.GOV/GREENERPRODUCTS](https://www.epa.gov/greenerproducts).

5.07 MOLD (FEMA) (OCT 2023)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (FEMA) (AUG 2017)

The Government's normal hours of operations are established as 7:00 AM to 7:00 PM CST, Monday through Sunday. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 AS IS (FEMA) (AUG 2017)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

6.03 FEMA INVOICING INSTRUCTIONS (FEMA) (OCT 2023)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- A. Request for payment on company letterhead
- B. Lease Number (LOK01874)
- C. Disaster Number (DR-4776-OK)
- D. 146-0-2 Document Control Number (_____)
- E. An Invoice Number and Date
- F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

Notwithstanding the language in GSAR 552.270-31, PROMPT PAYMENT, payment for rent due under the Lease shall follow the process set forth above.

6.04 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are:

Primary: Chris Mabry, FEMA Logistics Manager
Telephone: 202-713-8655 (Cell)

Alternate: Thomas Sisson, GSA Contracting Officer
Telephone: 817-233-5108 (Cell)

6.05 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2023)

The following clauses of GSA 3517, General Clauses, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

- A. GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT - LEASING (FEB 2020)) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
- B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013).

6.06 RADON IN AIR (FEMA) (OCT 2023)

If Space planned for occupancy by the Government is at or below grade level, the Lessor shall, immediately following occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.07 RADON IN WATER (FEMA) (AUG 2017)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO within 5 days of the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor may elect to institute appropriate abatement methods which reduce the radon levels to below this action. When the Lessor elects to perform abatement actions, an abatement plan shall be transmitted to the LCO within 10 working days of the conclusion of the test. The Government may accept this plan or refuse at its sole discretion. If refused, the Government may terminate the lease immediately upon written notice to the Lessor and no rental shall accrue after the date of termination.
- C. If the Lessor elects not to abate the radon levels the Government shall have the right to terminate the lease immediately upon written notice to the Lessor and no rental shall accrue after the date of termination.

6.08 BUILDING IMPROVEMENTS (FEMA) (OCT 2023)

The Lessor shall complete the following additional Building improvements, as part of shell rent, within 2 days after occupancy:

- A. Test generator operation.
- B. New HVAC filters to be installed.

- C. Check lighting throughout the building and replace bulbs that do not work, including any lights in the parking lot.
- D. There are some cleaning on the outside of the building that needs to be cleaned including the grass.
- E. Fire extinguishers had expired—those will need to be fixed.
- F. Fire control panel and sprinkler system will both need to be inspected by a licensed technician.
- G. Storm Shelter #1 – the door did not open. This will need to be fixed.

6.09 ~~PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED

6.10 ADDITIONAL REQUIREMENTS

- A. FEMA (OCSO Security) has permission to implement all required DHS access control security measures. For example:
 - Installation of DHS required high security locks in required areas (IT server room, APO, HSPD-12 room) * ALL ARE MANDATORY REQUIREMENTS
 - Potential installation of an Alarm system, (IDS system)
 - Potential installation of an Access Control System (PACS reader)

EXHIBIT C -- LESSOR'S SUPPLEMENTAL LEASE PROVISIONS

1. The Government understands that the Lessor has never operated the Space and Government takes the space as-is in its current condition, notwithstanding the provisions of **6.02 of the FEMA Supplemental Office Lease Requirements**. Given the short duration of the Lease, the Lessor is not required to make any improvements or alterations to the Space to meet the Lease Requirements other than what Lessor has agreed to in **6.08 of the FEMA Supplemental Office Lease Requirements**.
2. Lessor will provide minor routine maintenance to the Space and will endeavor to provide the Space in a condition meeting the requirements of the Lease but if any such require major alterations, improvements, or change to the Lessor's premises or Space, the Lessor will not be required to make such changes, improvements, or alterations to the Government's required standards when the cost will exceed 50% of the rental value to be received by the Lessor during the initial term of the leased premises or Space and shall be considered an excusable delay under **Paragraph 10. GSAR 552.270-10(d)**. The Government shall have the option to remain in the Space for the duration of the Lease without the changes, improvements, or alterations or may terminate the lease by providing notice under Part I, paragraph 3b. The parties agree that major alterations or changes subject to the excess of 50% of rental value threshold and are excusable delay shall include, but is not limited to:
 - A. Changes to meet Government's indoor air quality requirements,
 - B. Asbestos removal (if found), or
 - C. Changes to meet Government's radon air quality requirements.
3. The Lessor has advised the Government it is not agreeable to the following sections involving these items of the lease, and both parties agree that these sections and items are exempted out as requirements of the lease in full.
 - A. Alterations, upgrades or replacement of the Fire Suppression and Fire Alarm System,
 - B. Changes to meet ABAAS for the Space,
 - C. Relocation or installation of new drinking fountains, or
 - D. Additional or relocation of restrooms.
4. The Government shall be responsible to provide all of its own janitorial and janitorial supplies, trash to dumpster service, carpet shampooing, and window washing needs.
5. The Lessor will provide all utilities to the Space, a dumpster for Government to place its trash and trash haul away service, mowing and plant care, snow and ice removal for the roadway entry area only (subordinate to its snow and ice removal for terminal area, runways, taxiways, or such other priority areas. Lessor is not able to provide snow and ice removal for the parking lot) and shall be responsible for the maintenance and repairs to the Space including HVAC, plumbing systems, electrical, indoor and outdoor lighting including replacement of lightbulbs/ballast.

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6. The Lessor reserves the right to list the Space for lease or for sale after the Government's Firm Term expires (as described in Part I, paragraph 3a of the US Government Lease for Real Property), and the Government shall make the Space available for inspection and showing during the renewal period upon 72-hour advance notice to the on-site supervisor.
7. The Government shall not construct, install, remove, modify, alter, improve, and/or repair the Space without prior written approval of the Director of Airports, such approval may not be unreasonably withheld, conditioned, or delayed, but may be contingent upon approval of Government's plans and specifications for the proposed project, FAA Air Space approval as described in Paragraph 7.B hereto, obtaining all applicable permits, Government or Government's contractor providing insurance and bonds, as well as other Lessor considered necessary condition(s). No construction, modification or alteration shall occur until the Government has a written Notice of Authorization to Proceed with Construction from the Director as required herein. Notwithstanding the foregoing, the Government may make such minor cosmetic repairs such as painting, replacing flooring or window treatments, or other similar cosmetic repairs to the Space as described in the Lease without Director of Airports' approval.
 - A. Any repairs or alterations shall be made by licensed tradesmen. All other repairs required of the Government shall be made by skilled craftsmen who perform such work regularly as a trade. The Government is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) required before making any repairs.
 - B. If applicable, the Government shall, at its sole initiative and cost, complete the FAA's Form 7460-1, "Notice of Proposed Construction or Alteration" and provide the completed form to the Director for review and submittal to the Federal Aviation Administration ("FAA") for an air space determination study. The FAA's air spacing determination must be received by the Airport prior to commencement of construction or alteration of the Facilities. If the FAA indicates any impacts, then no construction or operations may begin or continue under this Lease until the impact(s) are alleviated or determined to be manageable to the satisfaction of the Director. The Director will not authorize any construction until impacts are resolved or mitigated.
8. Before Government installs any equipment, it shall comply with Paragraph 7 in the Lessor's Supplemental Provisions and:
 - A. Antenna or transmission devices installed pursuant to **Section 4 or Paragraph 2.10 to the FEMA Supplemental Office Lease Requirements**, the Government agrees that antenna or transmission device shall only be installed temporarily on the exterior of the building or roof and shall not penetrate the roof unless such installation is approved in writing by the Director. The Government shall consult with the Director of Airports to determine if any antenna or transmission device

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installed on the exterior or roof top of the Space will require compliance with Paragraph 6b.

- B. Any other equipment installed by Government such as such as for DHS locks, an alarm system, or access control equipment pursuant to **Section 4 or Paragraph 2.10 to the FEMA Supplemental Office Lease Requirements**, shall be removed at the termination of the lease and any damage caused by the removal of such equipment shall be repaired by the Government.
 - C. If such installed equipment or property of the Government is not removed, and any resulting damage fixed or repaired at the end of the Lease, then Lessor shall remove or make such repairs, subject to Paragraph 35 of the General Clauses, notwithstanding 1.03 of the FEMA Supplemental Office Lease Requirements.
9. Lessor's reserved rights shall be as follows:
- A. **Airport Development Reservation**
Lessor reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Government from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - B. **War or National Emergency**
During a time of war or national emergency declared by Congress, Lessor shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the lease to the Government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.
 - C. **Subordination**
Any other provision of this Lease notwithstanding, this Lease shall be subordinate to the provisions of any existing or future lease between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of Federal funds for the development of the Airport. To the extent any provision of this Lease is in conflict with any grant assurance, rule or regulation imposed on the Lessor by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Lease as if written specifically herein and shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Lessor.

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D. Right to Enter

Lessor, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease during normal business hours with advanced notice provided to the Government when reasonably possible.

E. Reservation of Rights

Lessor reserves all rights and remedies that Lessor may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

10. The following Civil Rights provisions shall apply to this Lease:

A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Government agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Government transfers its obligation to another, the transferee is obligated in the same manner as the Government. The above provision obligates the Government for the period during which the property is owned, used or possessed by the Government and the Lessor remains obligated to the Federal Aviation Administration.

B. Civil Rights Title VI Assurances

During the performance of this Lease, the Government, for itself, its assignees, and successors in interest, agrees as follows:

i. Compliance with Regulations

The Government (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

ii. Nondiscrimination

The Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and

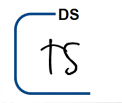
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retention of sublessees, including procurements of materials and leases of equipment. The Government will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Government for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Government of the Government's obligations under this Lease and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. Information and Reports

The Government will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of Government is in the exclusive possession of another who fails or refuses to furnish the information, the Government will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance

In the event of Government's noncompliance with the nondiscrimination provisions of this Lease, the Lessor will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding any payments to the Government under the Lease until the Government complies; and/or
- b. Cancelling, terminating, or suspending a Lease, in whole or in part.

vi. Incorporation of Provisions: The Government will include the provisions of [Paragraph 10B, subparagraphs] i through vi in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Government will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means

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of enforcing such provisions including sanctions for noncompliance. Provided, that if the Government becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Government may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Government may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Lease, the Government, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-
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discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*).

D. Title VI Clauses for the Transfer of or Construction/Use/Access to Real Property Acquired or Improved Under the Airport Improvement Program

i. Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances:

The Government for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Government will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii. Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Government for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to

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discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Government will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

11. Government understands that Lessor's property insurance does not insure Government's contents, property, furniture, fixtures, equipment, materials, displays, or other property in any building, structure or the Facilities owned by Lessor even if a property loss is the result of a loss covered by Lessor's property insurance. Government is encouraged to insure any of its property, contents, furniture, fixtures, improvements, displays, or equipment located on the Leased Premises.
12. To the extent there is any conflict between the Lessor's Supplemental Lease Provisions and the Lease, or any other attached documents required by the Government, the Lessor's Supplemental Lease Provisions shall control.

Lessor's Supplemental Lease Provisions

8

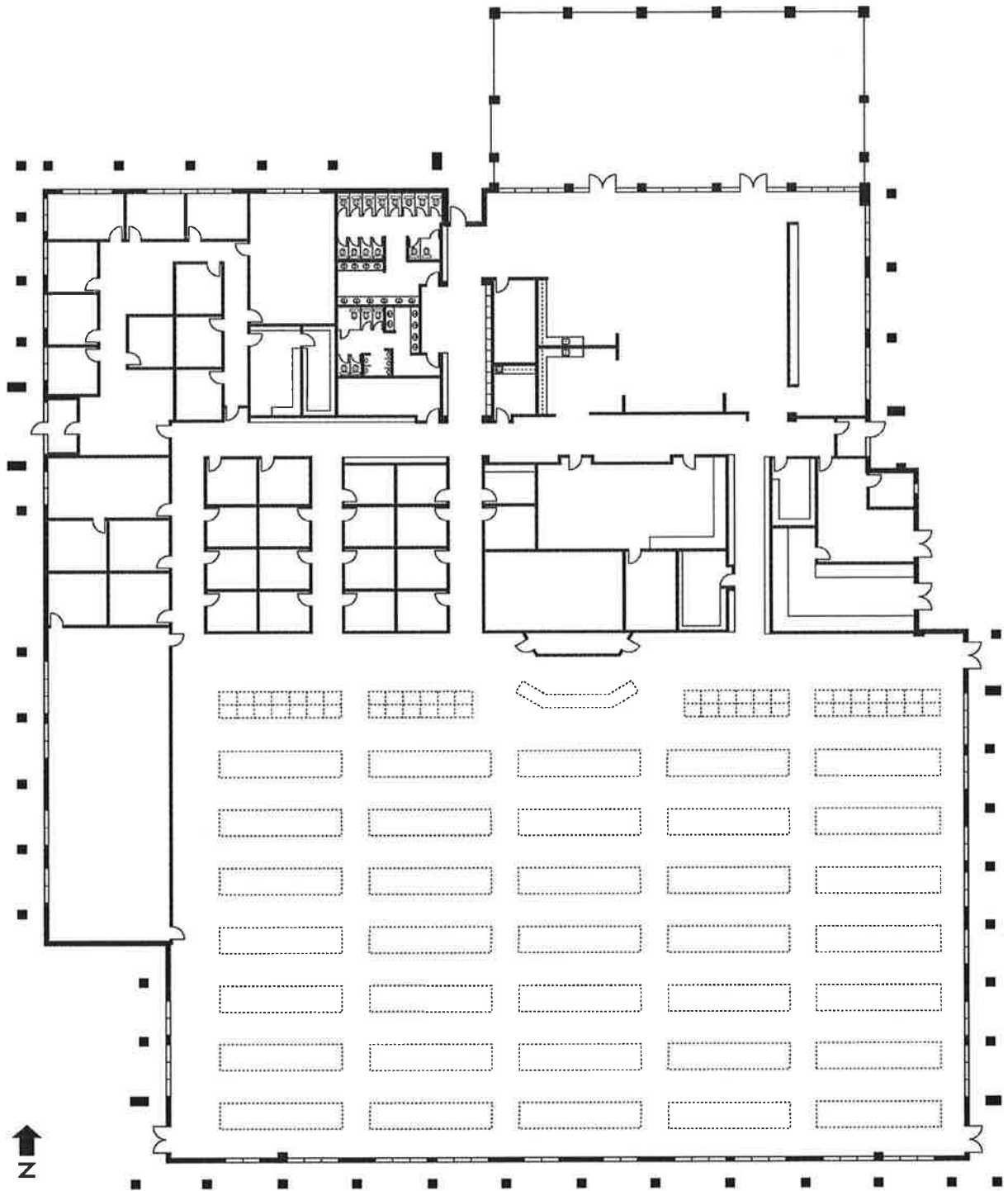
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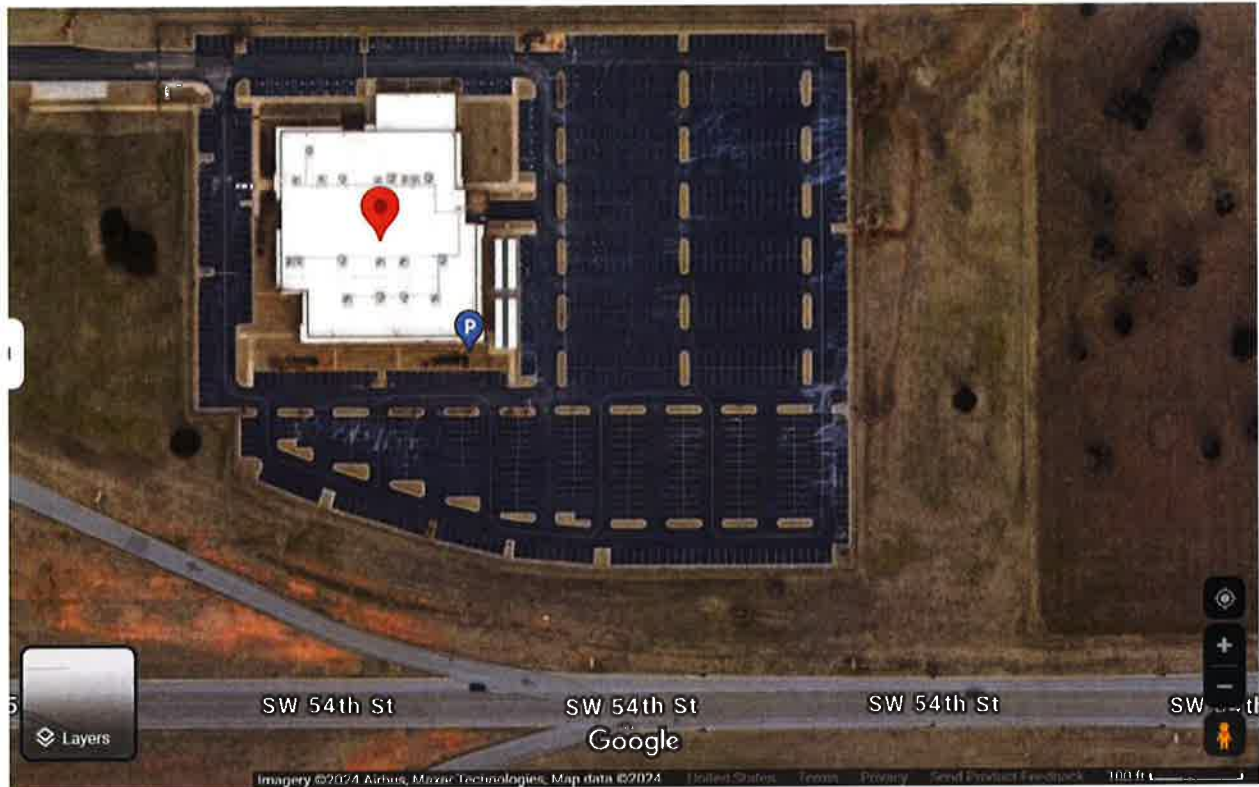
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EXHIBIT D - FLOOR PLAN



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EXHIBIT E – PARKING PLAN



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Exhibit F

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

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	27	FAR 52.223-6	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.222-26	EQUAL OPPORTUNITY
	37	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	38	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	39	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	40	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	41	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	42	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	43	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	44	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	45	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	46	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	47	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	48	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	49	FAR 52.204-2	SECURITY REQUIREMENTS
	50	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

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	51	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	52	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	53	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	54	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	55	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
OTHER	56	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	57	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

LESSOR:  GOVERNMENT: 

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be

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deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

- (b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

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9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
 - (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;
 - (3) Terminate the lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.
- (c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.
 - (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
 - (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
 - (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

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(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
- (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.
- (e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.
- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9**INSPECTION – RIGHT OF ENTRY (SEP 1999)**

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
 - (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17**DELIVERY AND CONDITION (SEP 2022) (DEVIATION)**

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.
- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: GOVERNMENT: 

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

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- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

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19. FAR 52.204-13**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

This clause is incorporated by reference.

20. GSAR 552.270-31**PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

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reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
 - (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
 - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

- (d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.
- (e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

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23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
 - (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
 - (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
 - (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

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26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

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33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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40. FAR 52.222-36

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

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50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

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- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

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57. FAR 52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

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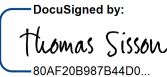
Certificate Of Completion

Envelope Id: 94422A7FA3BC467EB0502B4A301B199E		Status: Completed
Subject: Complete with DocuSign: Final Lease - LOKO1874-5300 S Meridian OKC Signed by Airport.pdf		
Source Envelope:		
Document Pages: 44	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 42	Thomas Sisson
AutoNav: Enabled		1800F F St NW
Envelopeld Stamping: Enabled		Washington DC, DC 20405
Time Zone: (UTC-06:00) Central Time (US & Canada)		thomas.sisson@gsa.gov
		IP Address: 76.253.173.124

Record Tracking

Status: Original	Holder: Thomas Sisson	Location: DocuSign
5/16/2024 5:16:25 PM	thomas.sisson@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events	Signature	Timestamp
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Thomas Sisson		Sent: 5/16/2024 5:23:41 PM
thomas.sisson@gsa.gov		Viewed: 5/16/2024 5:24:07 PM
Supervisory LCO		Signed: 5/16/2024 5:25:13 PM
US General Services Administration		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 76.253.173.124	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/16/2024 5:24:07 PM
Signing Complete	Security Checked	5/16/2024 5:25:13 PM
Completed	Security Checked	5/16/2024 5:25:13 PM

Payment Events	Status	Timestamps
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