
GENERAL CLAUSES (Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)
FULL TEXT OF CLAUSES

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and health work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under the lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of the lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments.
5. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases which exceed \$100,000.)

- (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 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 out as being able to obtain any Government contract or contracts through improper influence.

"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 contract or contracts through improper influence.

"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.

"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.

6. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (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 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

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- (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 therefor. 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.
7. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interest. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor whose subcontract will exceed the small purchase limitation as FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor;
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interest when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
8. 52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

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"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
 - (i) Small business concerns,
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.

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- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
 - (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
 - (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
 - (10) Assurances that the offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.
 - (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating —
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether HUBZone small business concerns were solicited and if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (E) Whether women-owned small business concerns were solicited and if not, why not; and
 - (F) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact —
 - (A) Trade associations;
 - (B) Business development organizations,
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through —
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to

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facilitate the participation by such concerns. Where the Contractor's lists of potential small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided –
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with –
- (1) The clause of this contract entitled "Utilization of Small Business Concerns," or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

9. 52.219-16 – LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

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Contractor proposes to fill from regularly establish "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating --
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy

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Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

13. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the

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Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

14. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(Applicable to leases over \$10,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

15. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by 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 reassign or 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 in writing.



16. 552.232-75 - PROMPT PAYMENT (SEP 1999)

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.

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- (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.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 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 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 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 1 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.

17. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:

INITIALS:  & 
 LESSOR & GOVERNMENT

- (1) The lease number to which this notice applies.
 - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
 - (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
 - (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.
18. 52.233-1 - DISPUTES (DEC 1998)
- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
 - (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
 - (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
 - (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
 - (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

INITIALS:

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(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

19. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
- (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

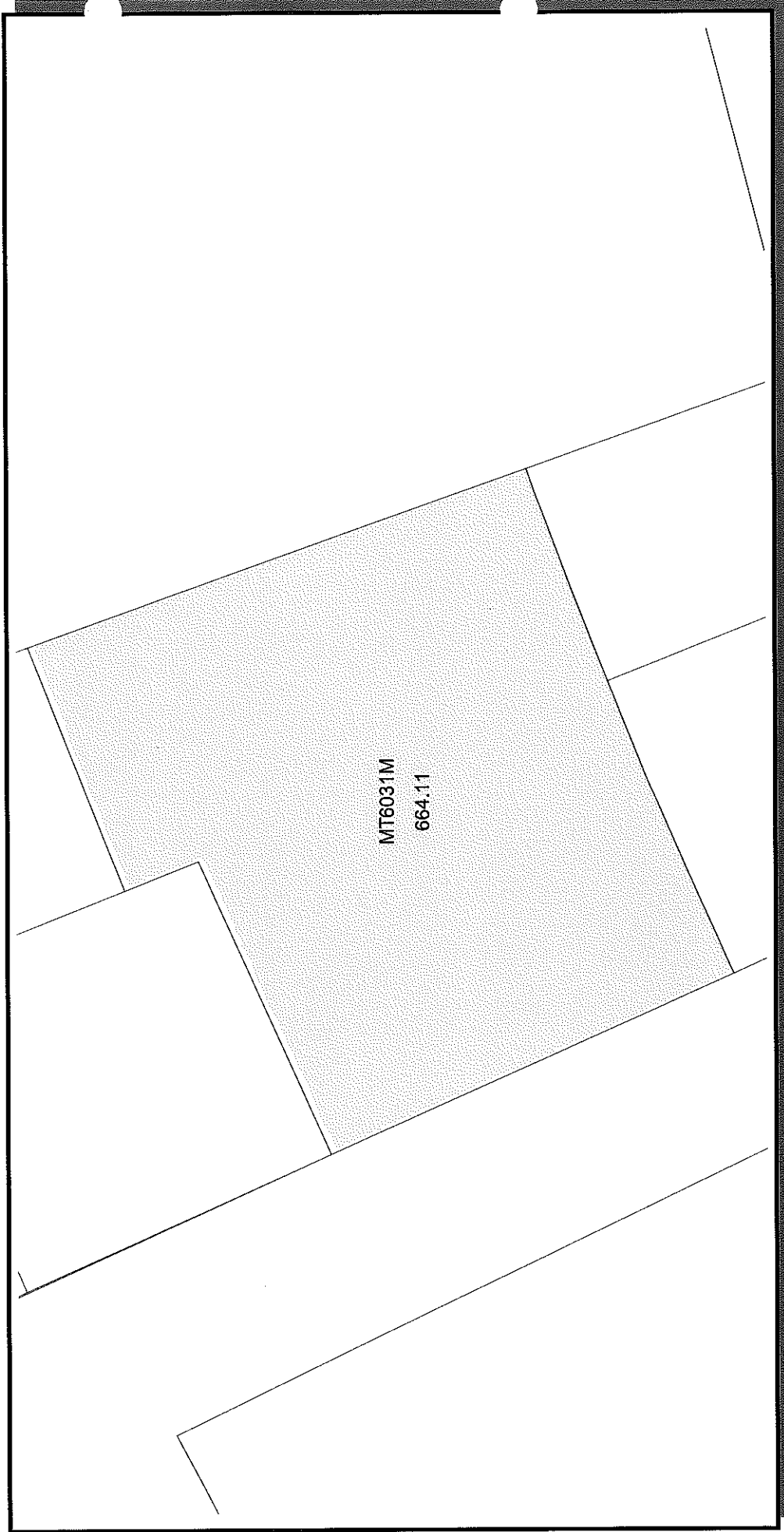
INITIALS:


LESSOR


GOVERNMENT

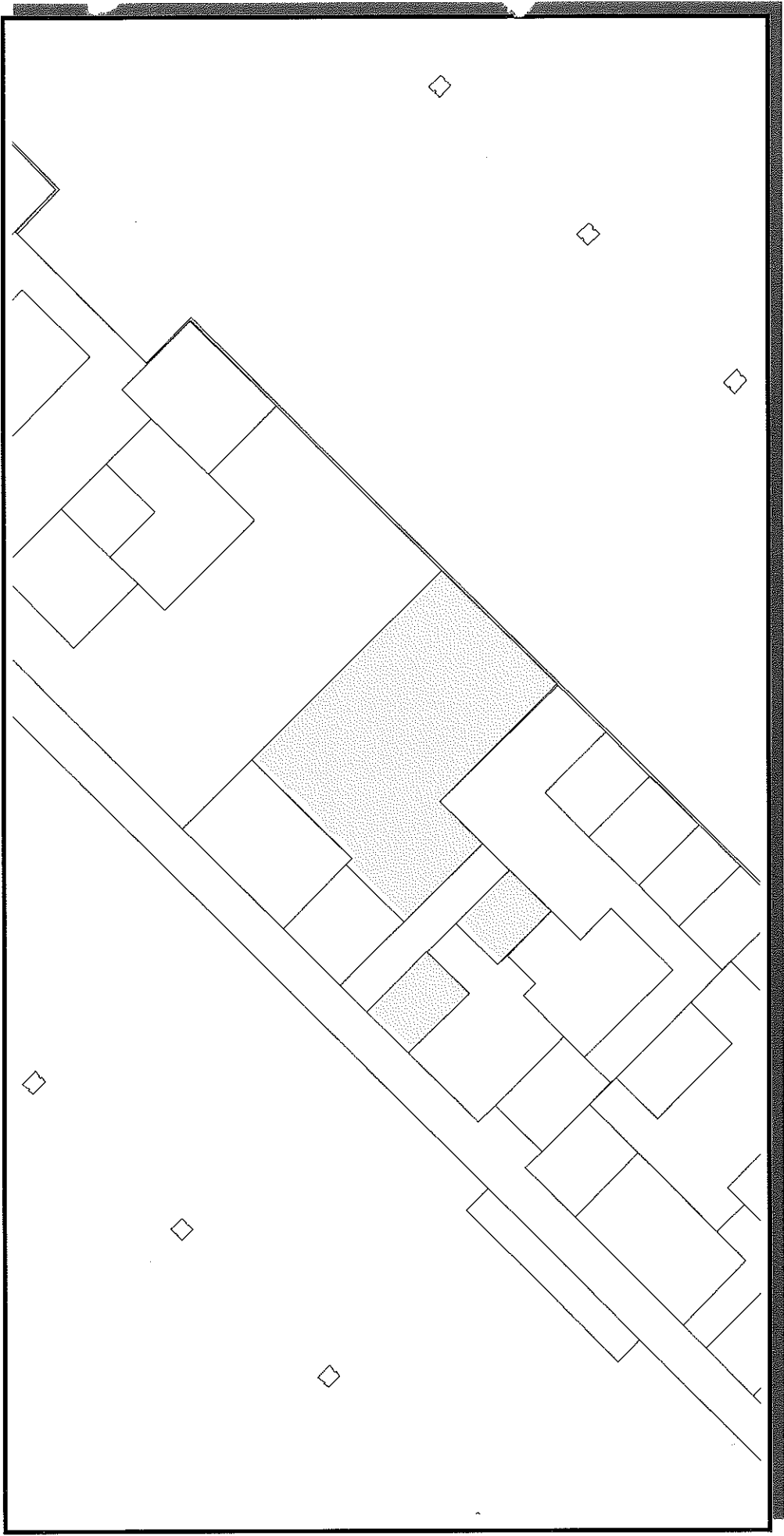
EXHIBIT A, Page 1 of 5
MAIN TERMINAL MEZZANINE LEVEL
TSA ROOM NO. MT6031M
664 SQUARE FEET

11/01/2002



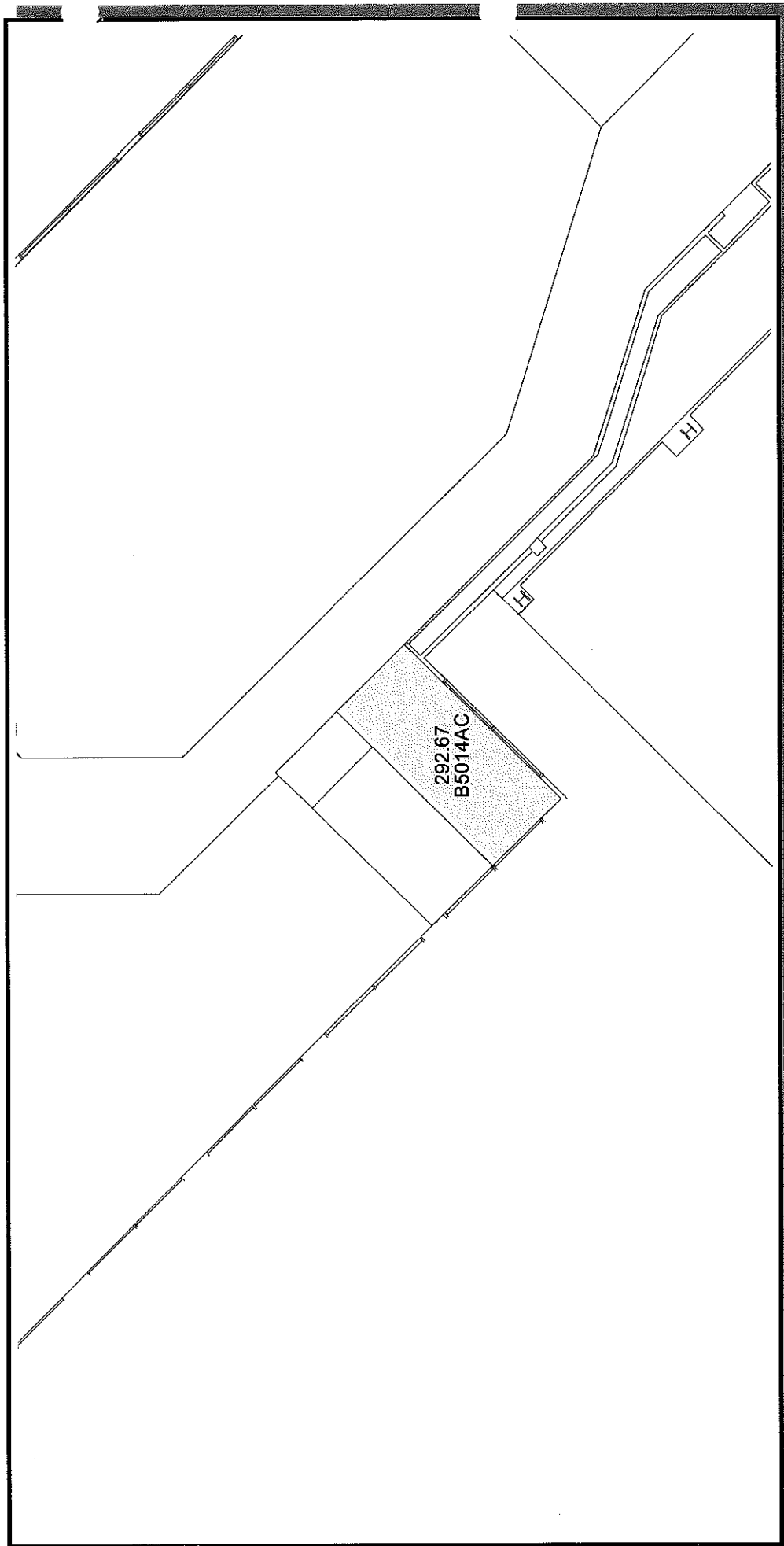
INITIALS: &
LESSOR GOVERNMENT

EXHIBIT A, Page 2 of 5
MEZZANINE LEVEL OFFICE
TSA ROOM NO. MT6631M
1,213 SQUARE FEET
11/01/2002



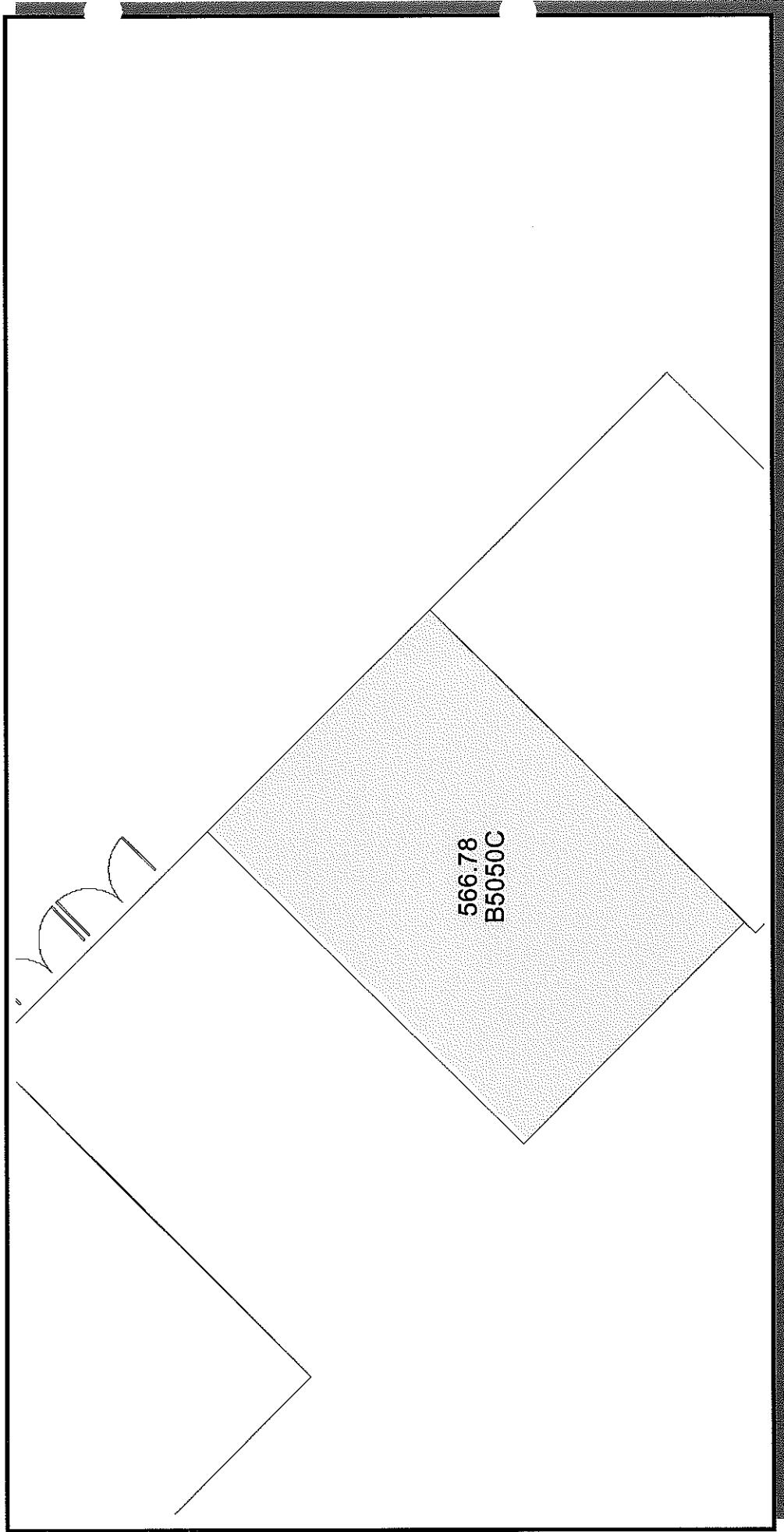
INITIALS: VA & SM
LESSOR GOVERNMENT

EXHIBIT A, Page 3 of 5
CONCOURSE B
TSA ROOM NO. B5014AC
293 SQUARE FEET
11/01/2002



INITIALS: ASD & SM
LESSOR GOVERNMENT

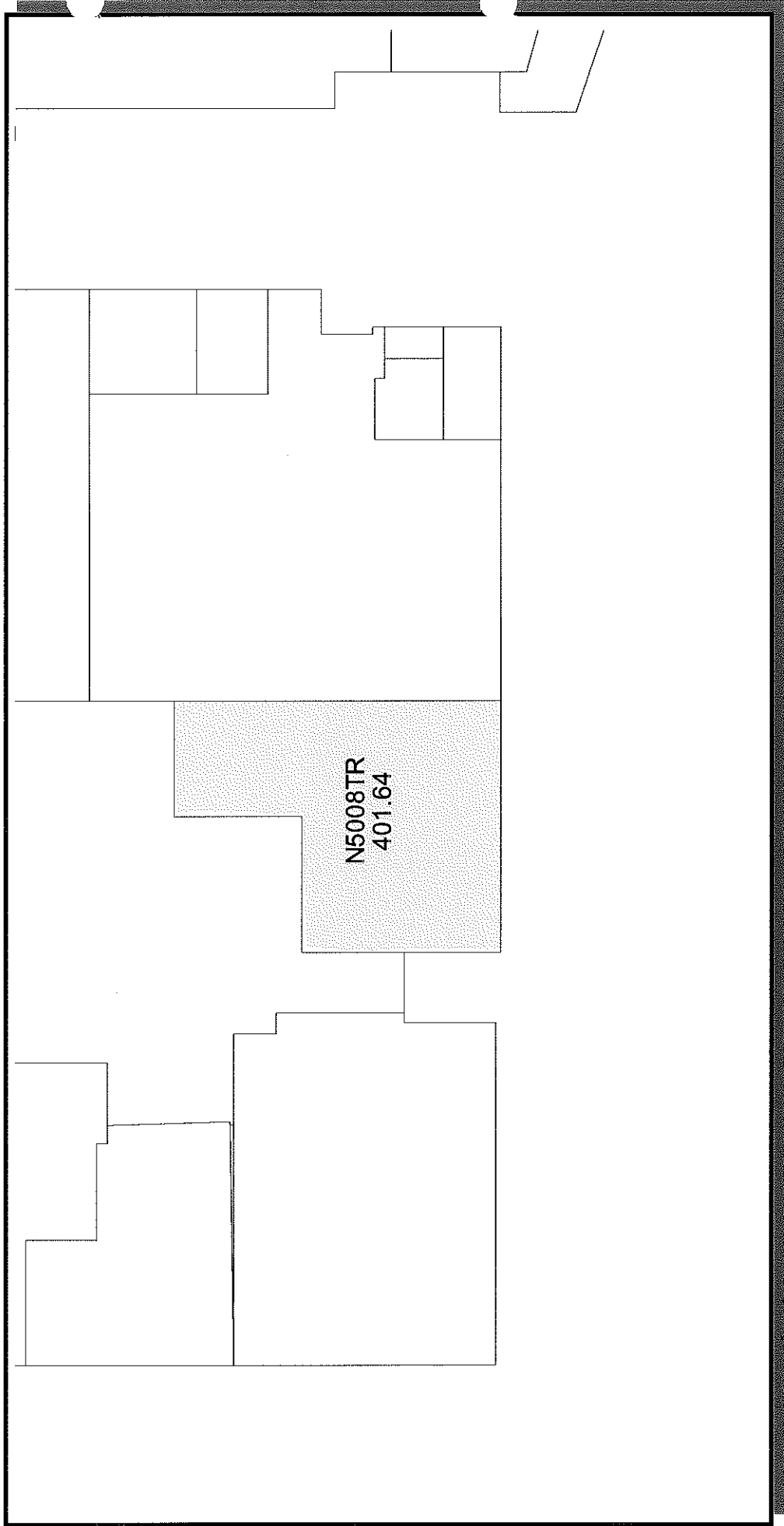
EXHIBIT A, Page 4 of 5
CONCOURSE B
TSA ROOM NO. B5050C
567 SQUARE FEET
11/01/2002



INITIALS: AM & SM
LESSOR GOVERNMENT

EXHIBIT A, Page 5 of 5
NORTH SATELLITE
TSA ROOM NO. N5008TR
402 SQUARE FEET

11/01/2002

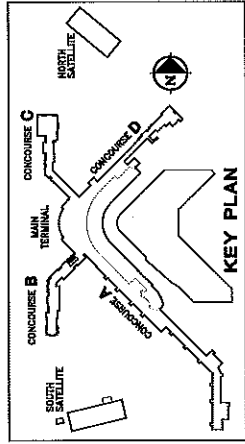
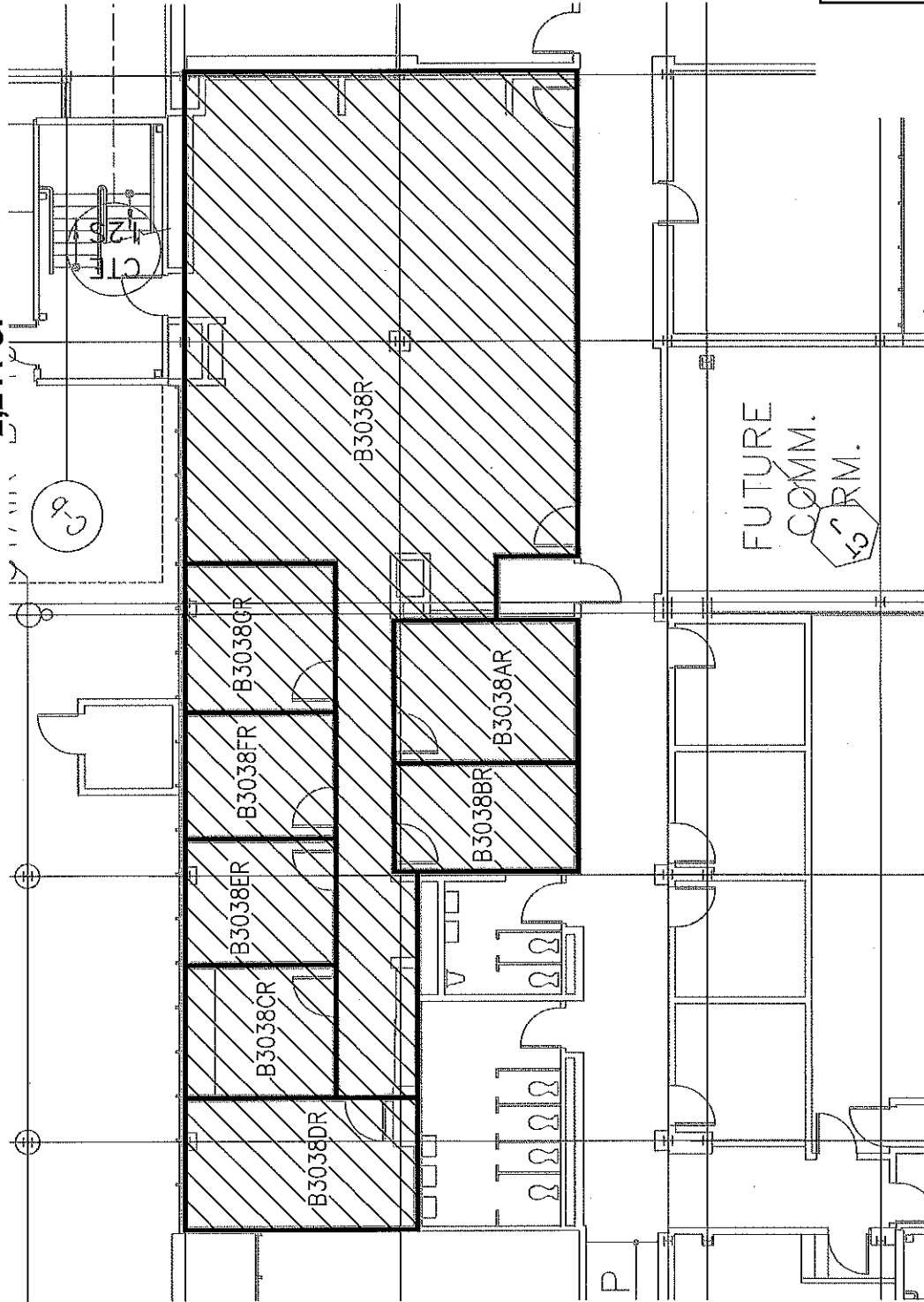


INITIALS: _____ & *Spin* GOVERNMENT
LESSOR _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 18	DATE
Address of Premises: SeaTac International Airport Port of Seattle, Main Terminal 17801 Pacific Highway South Seattle, WA 98158		
<p>THIS AGREEMENT, made and entered into this date by and between The Port of Seattle, whose address is: Port of Seattle SeaTac Int'l Airport Attention: Aviation Properties 17801 Pacific Highway S. Room A6012M Seattle, WA 98158</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>November 1, 2007</u>, as follows:</p> <p><u>Supplemental Lease Agreement (SLA) No. 18 is issued to: 1) expand block B by 2,037 RSF by adding rooms A4150BR and C1314OR 2) extend the term of the lease, 3) reduce Block C by 243 RSF by removing room A5051C for US Visit, reduce Block D by 995 RSF and 4) state spaces MT6631M and MT6119M referenced in SLA 17 are under lease LWA06976 and 5) restate rent and entire square footage. Therefore, Part II Paragraphs B Term and & 7 are deleted in their entirety and replaced with similarly numbered paragraphs below.</u></p> <p><u>Part II B:</u> TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing on <u>December 23, 2001 through October 31, 2010 inclusive.</u> <u>Block C: March 15, 2005 through January 25, 2008; Block D: October 1, 2006 through October 10, 2008.</u> Subject to termination rights in whole or in part upon 60 days notice effective anytime after November 1, 2008. Provided the Government vacates the portion of the premises which the Government gives notice to vacate. No rental shall accrue after the effective date of termination. Such notice shall be computed commencing with the day after the date of mailing.</p> <p>Block A : 7,815 RSF Block B for additional rooms: 2,037 RSF Total square footage for Block A/B: 9,852 RSF</p> <p>Section 7: Amount of annual rent for Block A : \$763,212.90* Amount of annual rent for Block B: \$198,933.42*</p> <p>*Total annual rent is \$962,146.32. (Shell is \$863,626.32 and Operating cost is \$98,520.00). There are no escalations of operating costs.</p> <p>Please see exhibit "A" depicting the updated premises. Please see exhibit "B" to see reconciliation of spaces. Please see exhibit "C" for reconciliation for rent owed through April 30, 2009 to be paid lump sum in the amount of \$396,787.76.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR The Port of Seattle, BY _____ (Signature) IN PRESENCE OF _____ (Signature)	_____ (Title) _____ (Address)	
UNITED STATES OF AMERICA BY _____ (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ (Official Title)	

Exhibit A, Page 1 of 12
Baggage Break Room, Concourse B Ramp Level
TSA Room No. B3038R

2,211 SF

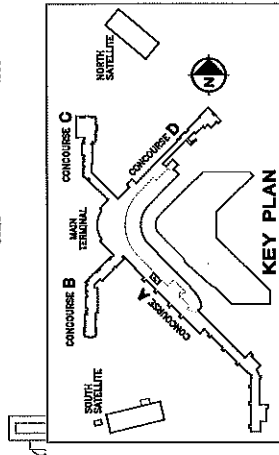
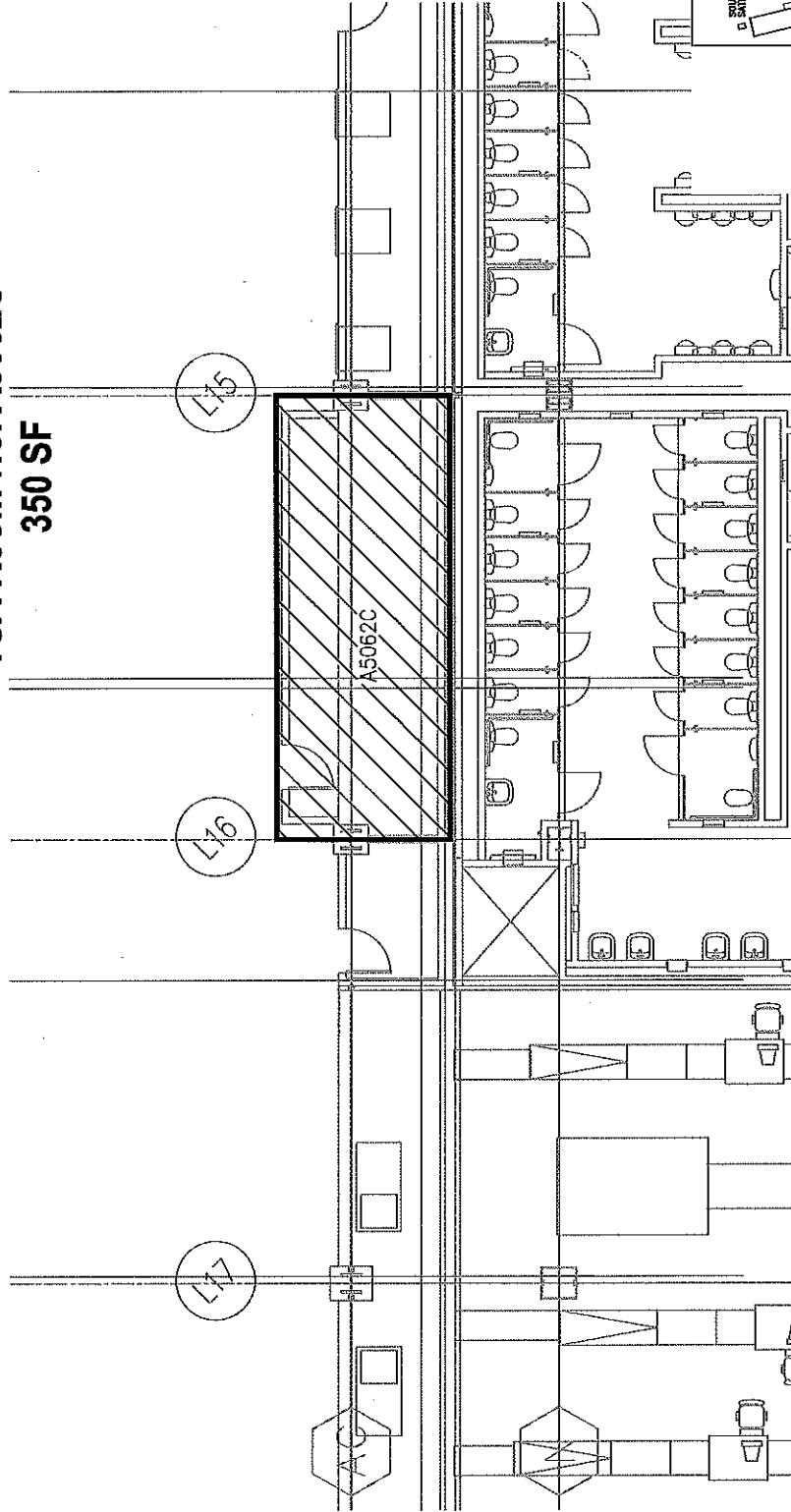


DATE	12/04/2009
SCALE	
DRAWN BY	
CHECKED BY	
PROJECT NO.	
DATE	

Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

BUILDING: MAIN TERMINAL
 LEVEL: BAG/RAMP
 LOCATION: CONTOURSE B

Exhibit A, Page 2 of 12
STSO Office, Concourse A South Checkpoint Area
TSA Room No. A5062C
350 SF

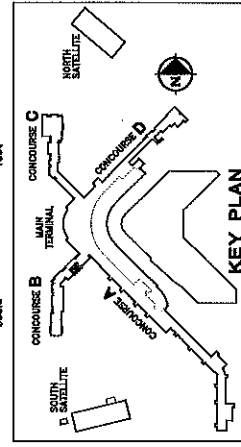
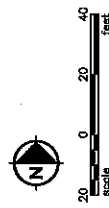
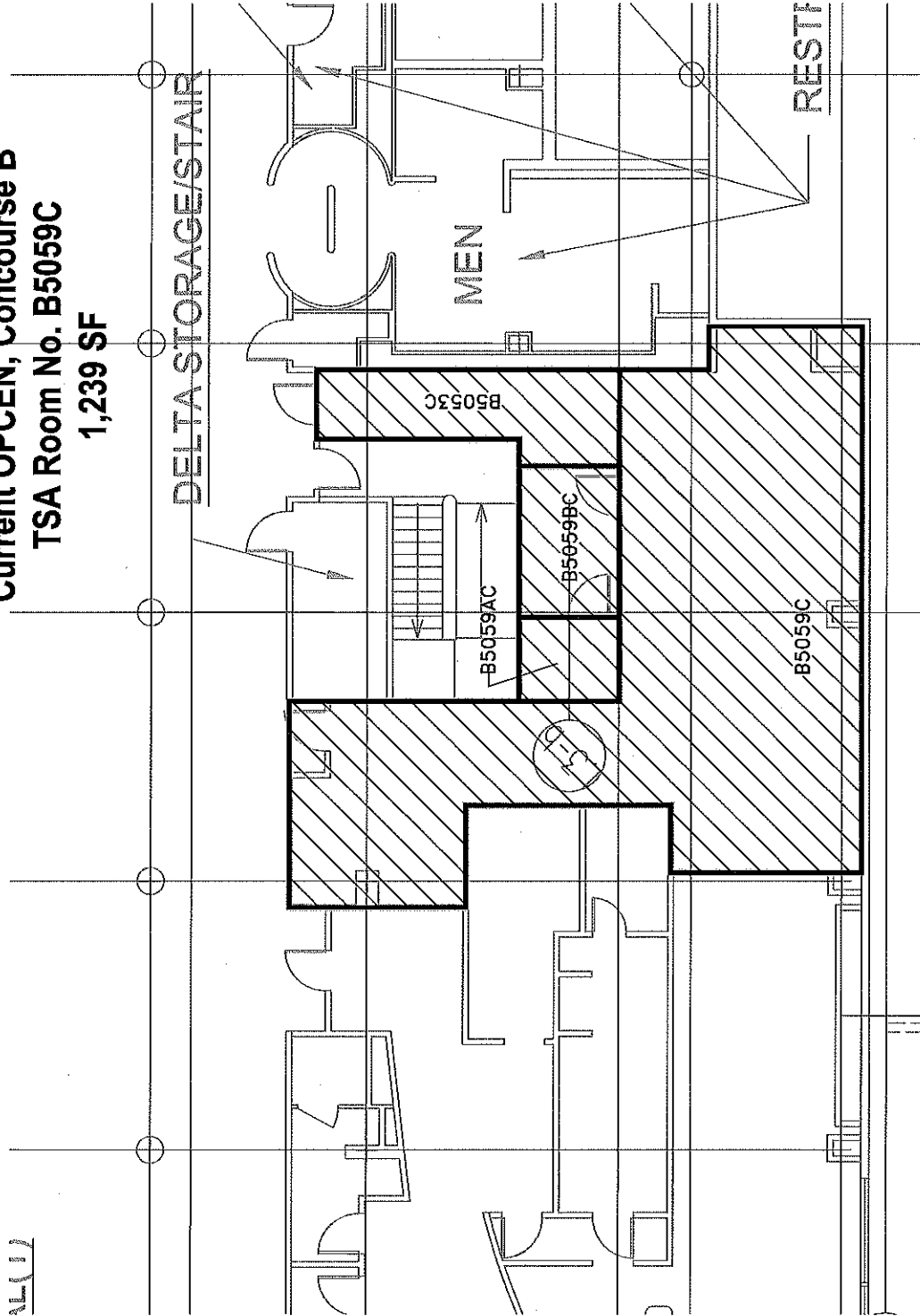


DATE	12MAY2009
SCALE	
DRAWN BY	
CHECKED BY	
PROJECT NO.	
CONTRACT NO.	
CLIENT	

Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

BUILDING: MAIN TERMINAL
 LEVEL: CONCOURSE/TICKET
 LOCATION: CONCOURSE A

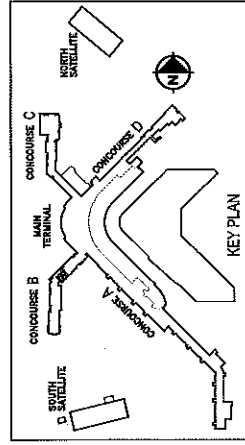
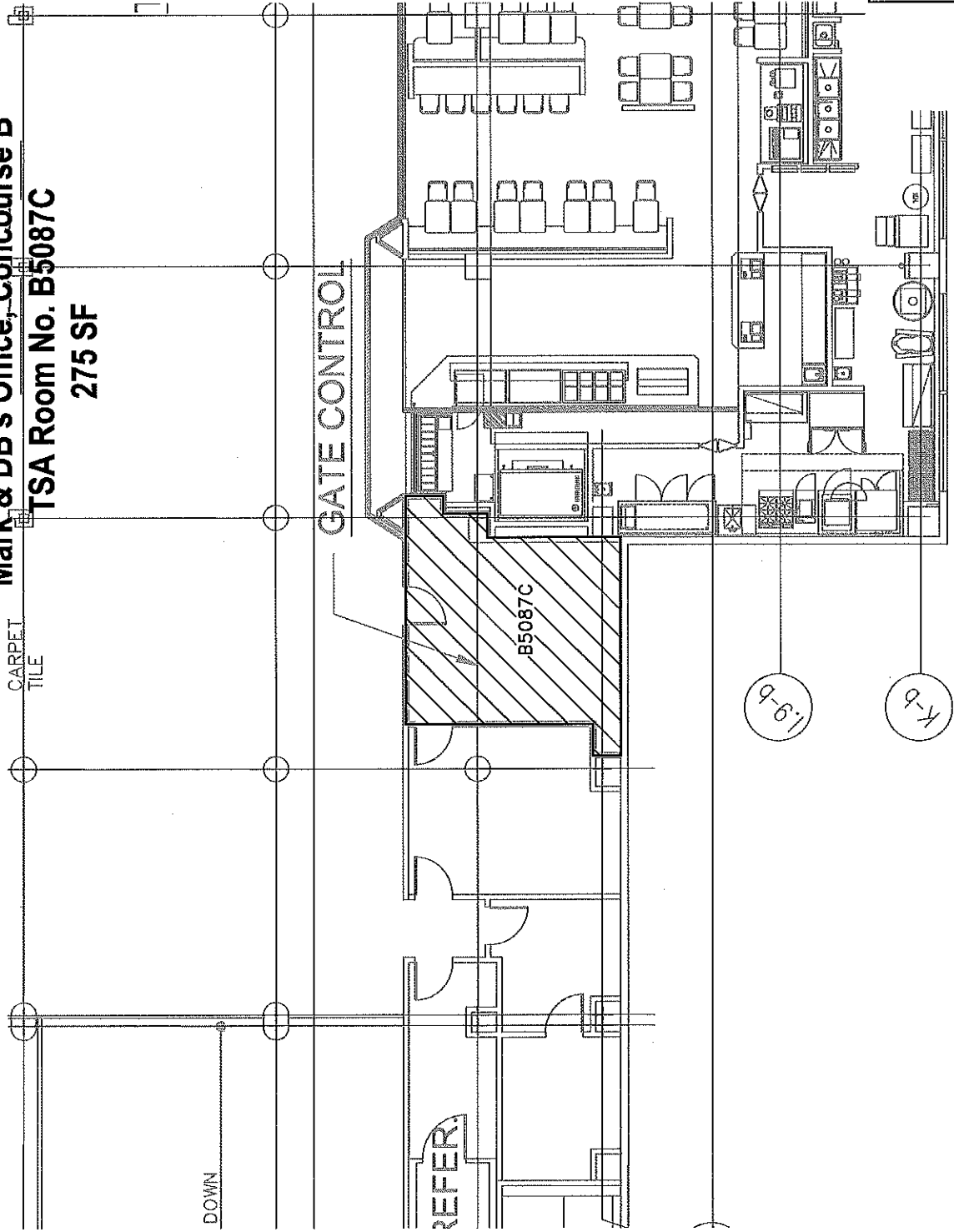
Exhibit A, Page 3 of 12
Current OPCEN, Concourse B
TSA Room No. B5059C
1,239 SF



DATE	12MAY2009
DRAWN	
CHECKED BY	
DATE	
PROJECT	CONTOUR C/TICKET
LOCATION	CONTOUR C

Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

Exhibit A, Page 4 of 12
Mark & DB's Office, Concourse B
TSA Room No. B5087C
275 SF

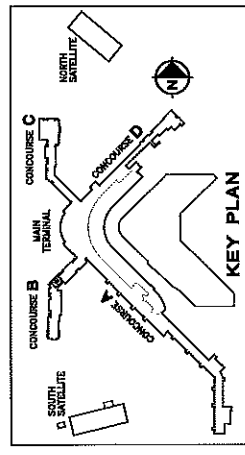
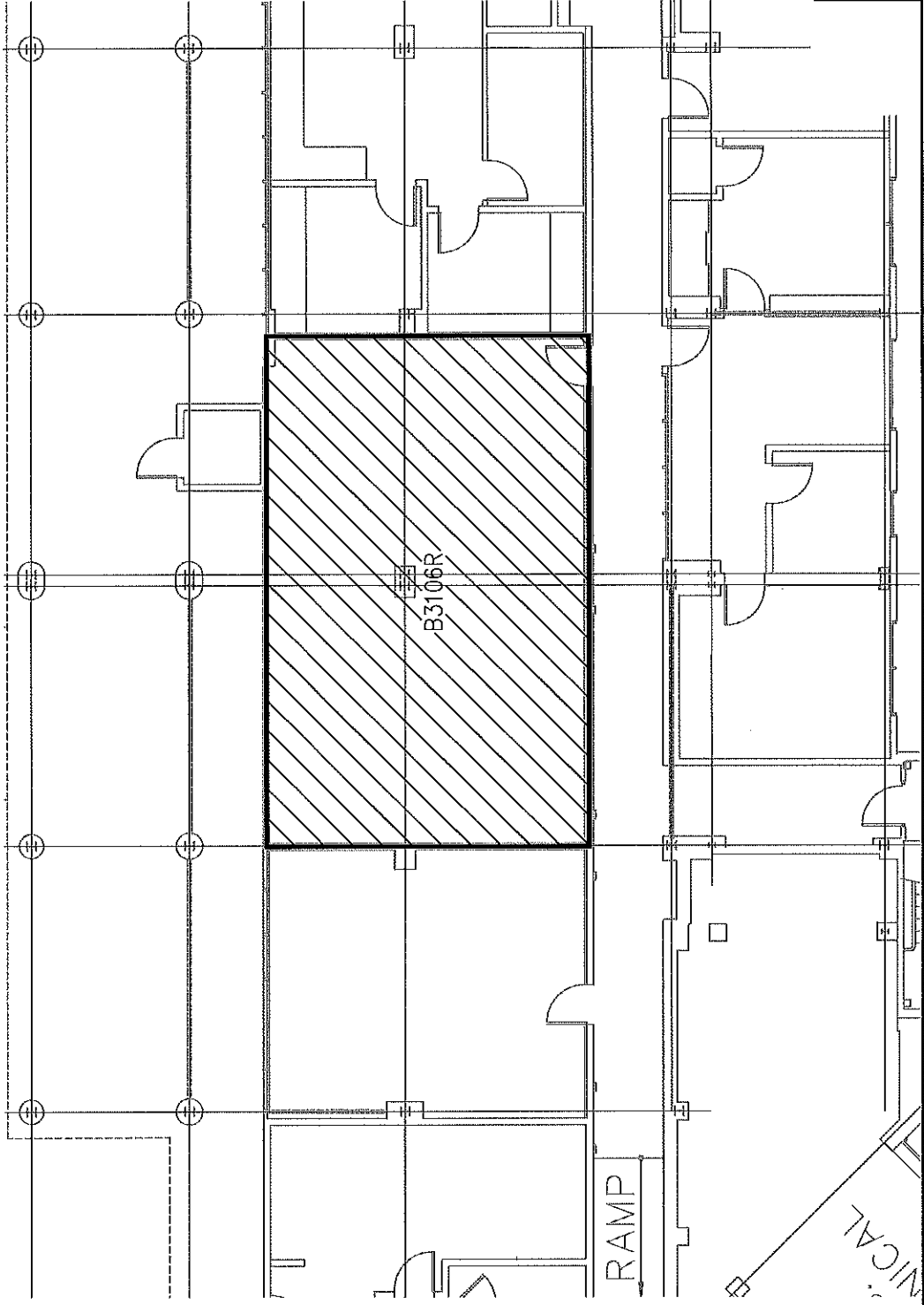


DATE:	12MAY2009
SCALE:	
PROJECT NO.:	
CONTRACT NO.:	
CONTRACT P#:	
CONTRACT R#:	
CONTRACT S#:	
CONTRACT T#:	
CONTRACT U#:	
CONTRACT V#:	
CONTRACT W#:	
CONTRACT X#:	
CONTRACT Y#:	
CONTRACT Z#:	

Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

BUILDING: MAIN TERMINAL
 LEVEL: CONCOURSE/TICKET
 LOCATION: CONCOURSE B

Exhibit A, Page 5 of 12
BAT Room, Concourse B Baggage Level
TSA Training Room B3106R
930 SF



DATE	12/MAY/2009
DRAWN BY	
CHECKED BY	
PROJECT NO.	
DATE	

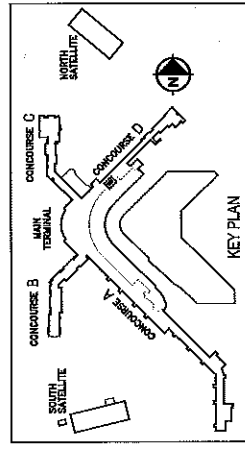
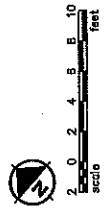
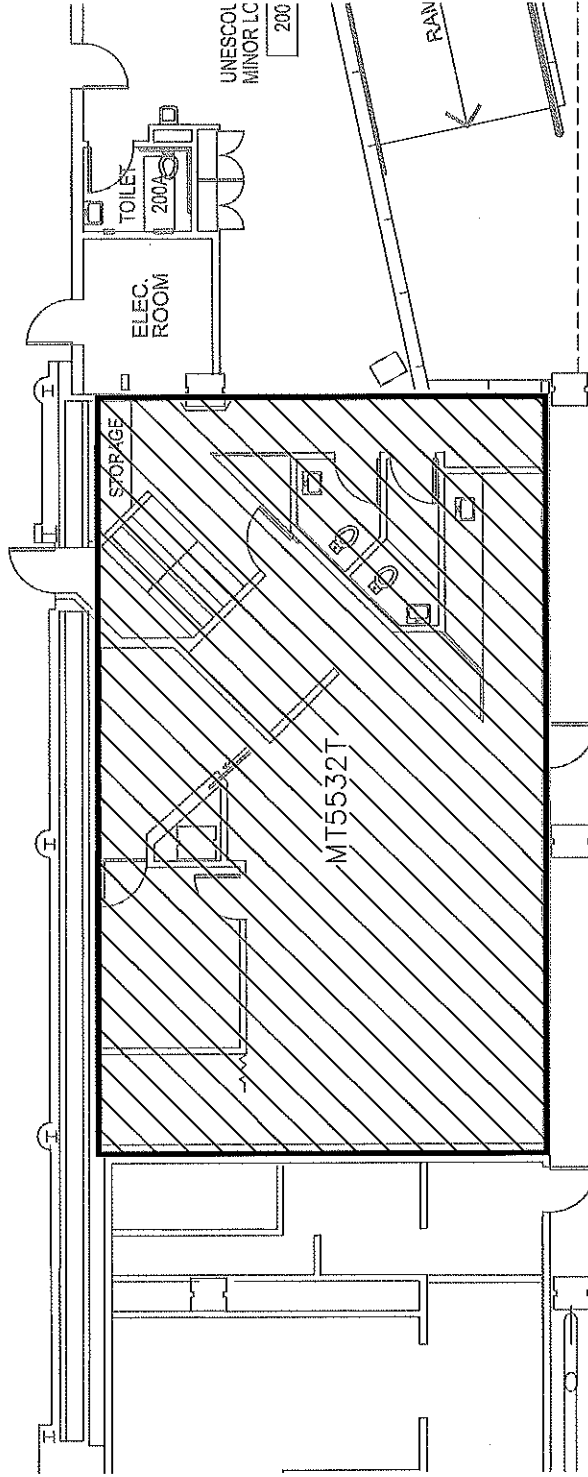
Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

BUILDING: MAIN TERMINAL
 LEVEL: BAGGAGE
 LOCATION: CONTOURSE B

Exhibit A, Page 6 of 12
North Break Room
Main Terminal North Esplanade
TSA Room No. MT5532T

① 1,488 SF ②

CONCOURSE D

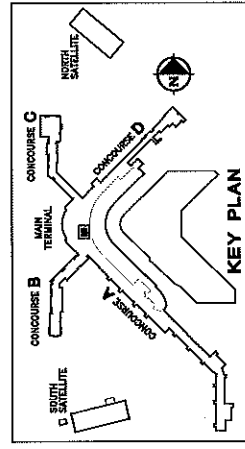
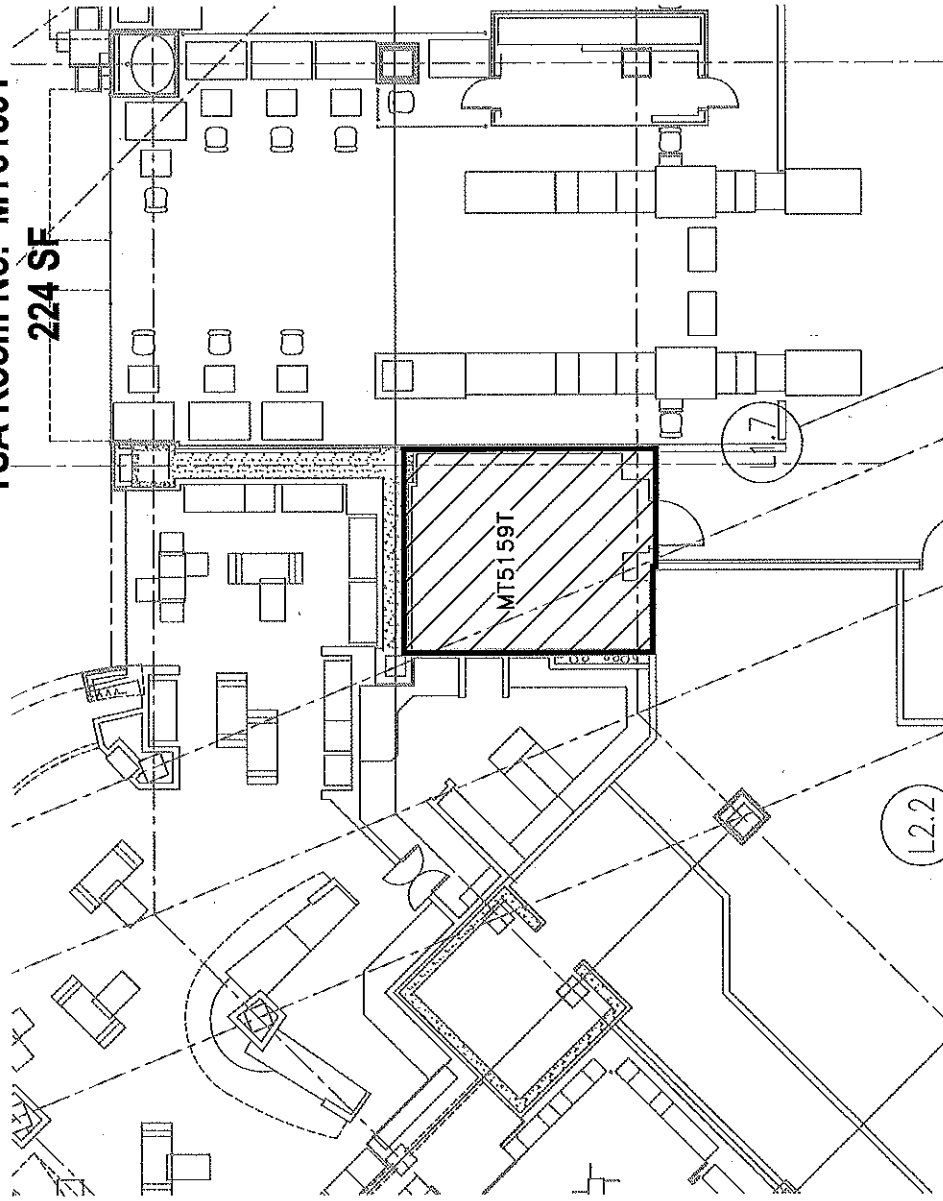


DATE	12/14/2009
SCALE	
DRAWN BY	
CHECKED BY	
PROJECT NO.	
DATE	

Port of Seattle/Aviation Properties
 Seattle-Tacoma International Airport

BUILDING	MAIN TERMINAL
FLOOR	CONTOURSE/TICKET
ROOM	CENTRAL TERMINAL

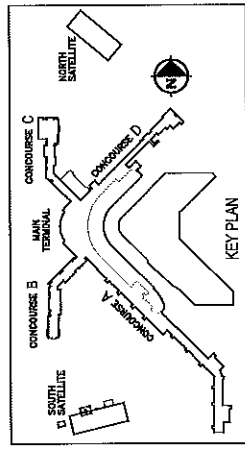
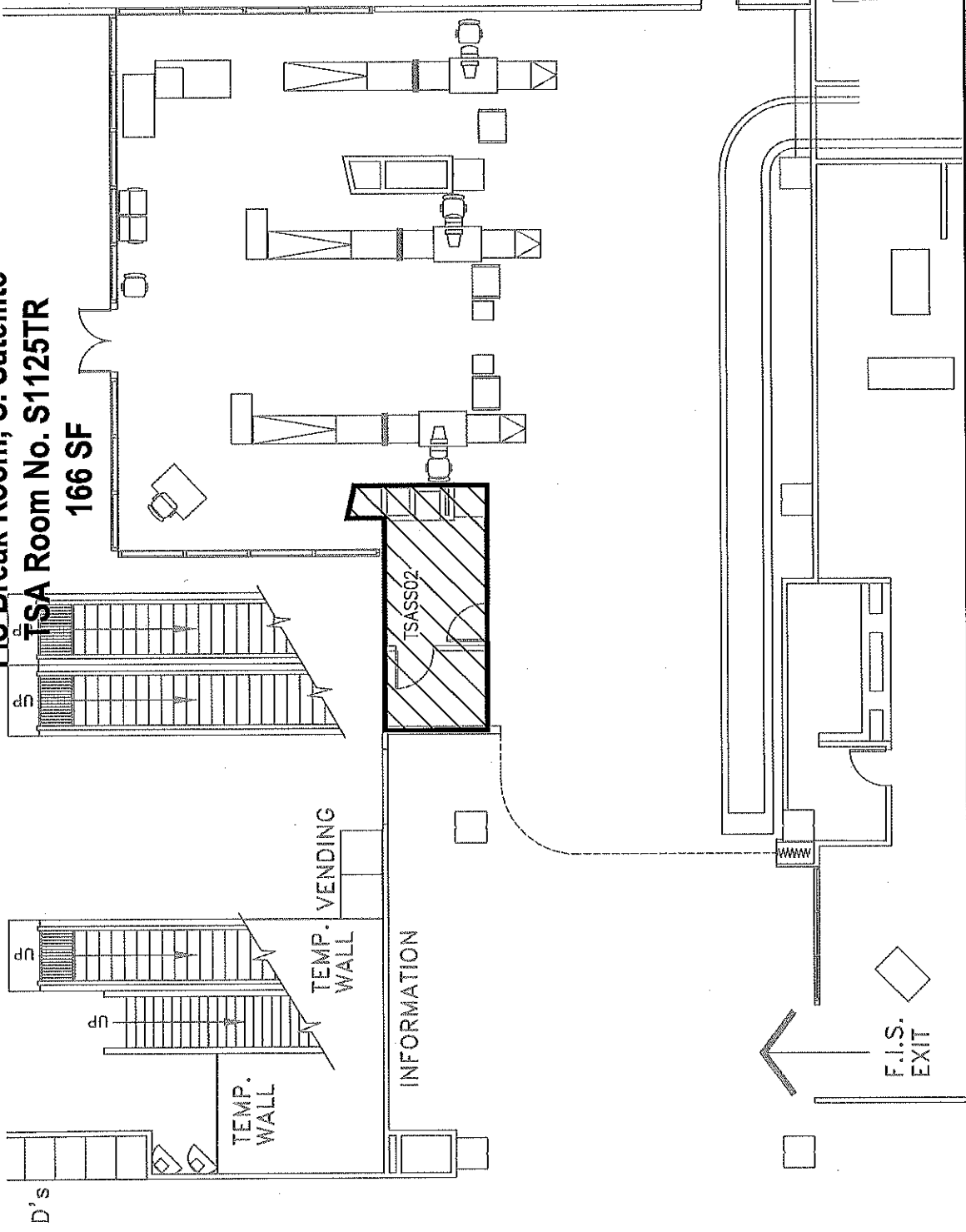
Exhibit A, Page 7 of 12
CTE Locker Room, Main Terminal Control Checkpoint
TSA Room No. MT5159T
224 SF



DATE	12MAY2009
SCALE	
DRAWN BY	
CHECKED BY	
DESIGNED BY	
Port of Seattle/Aviation Properties Seattle-Tacoma International Airport	
BUILDING	MAIN TERMINAL
LEVEL	CONTOURSE/TICKETING
LOCATION	CENTRAL TERMINAL

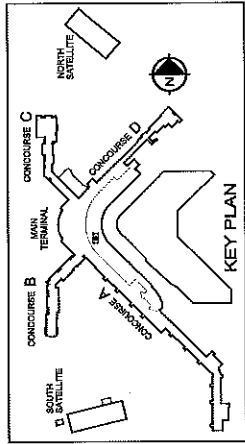
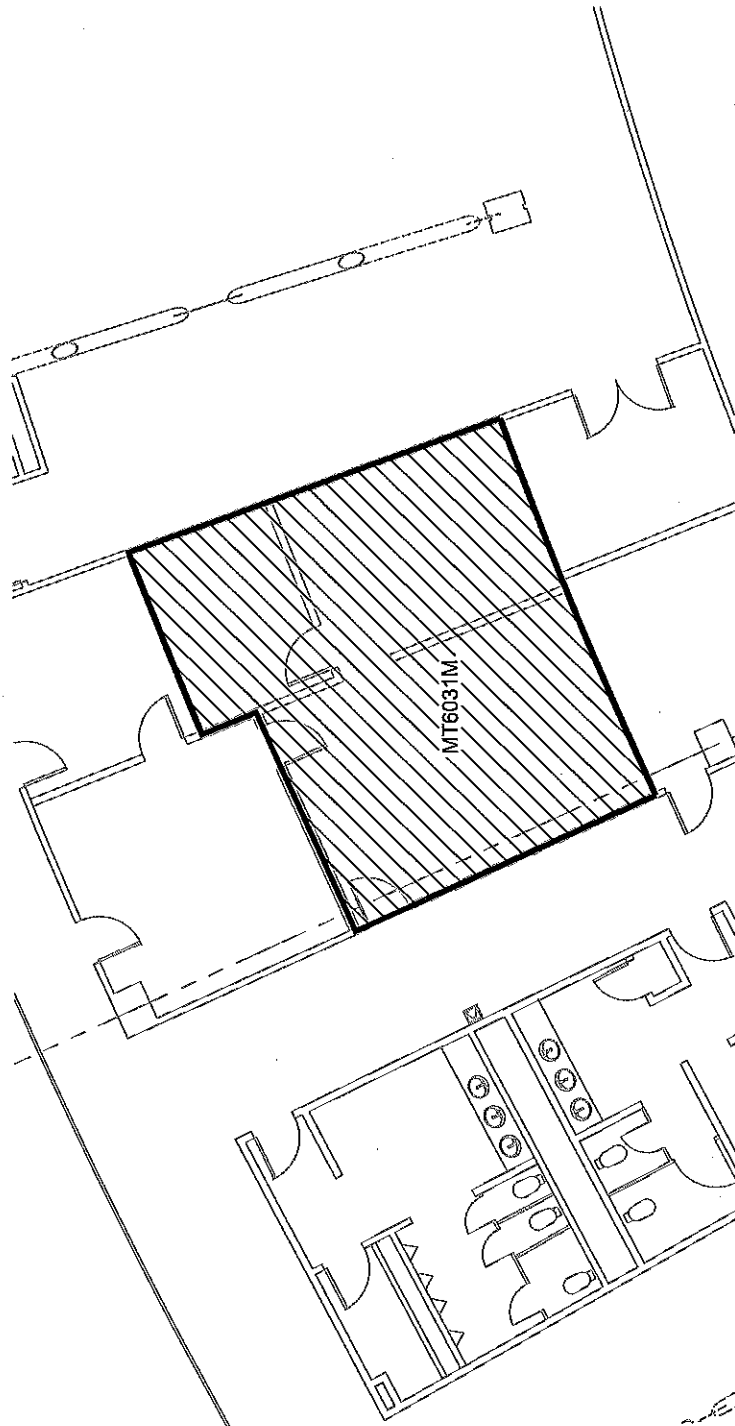
Exhibit A, Page 8 of 12
FIS Break Room, S. Satellite
TSA Room No. S1125TR

166 SF



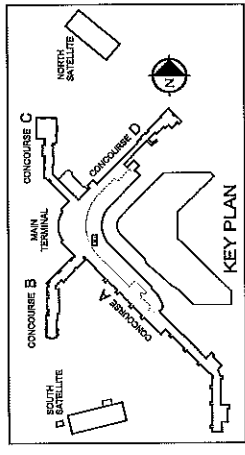
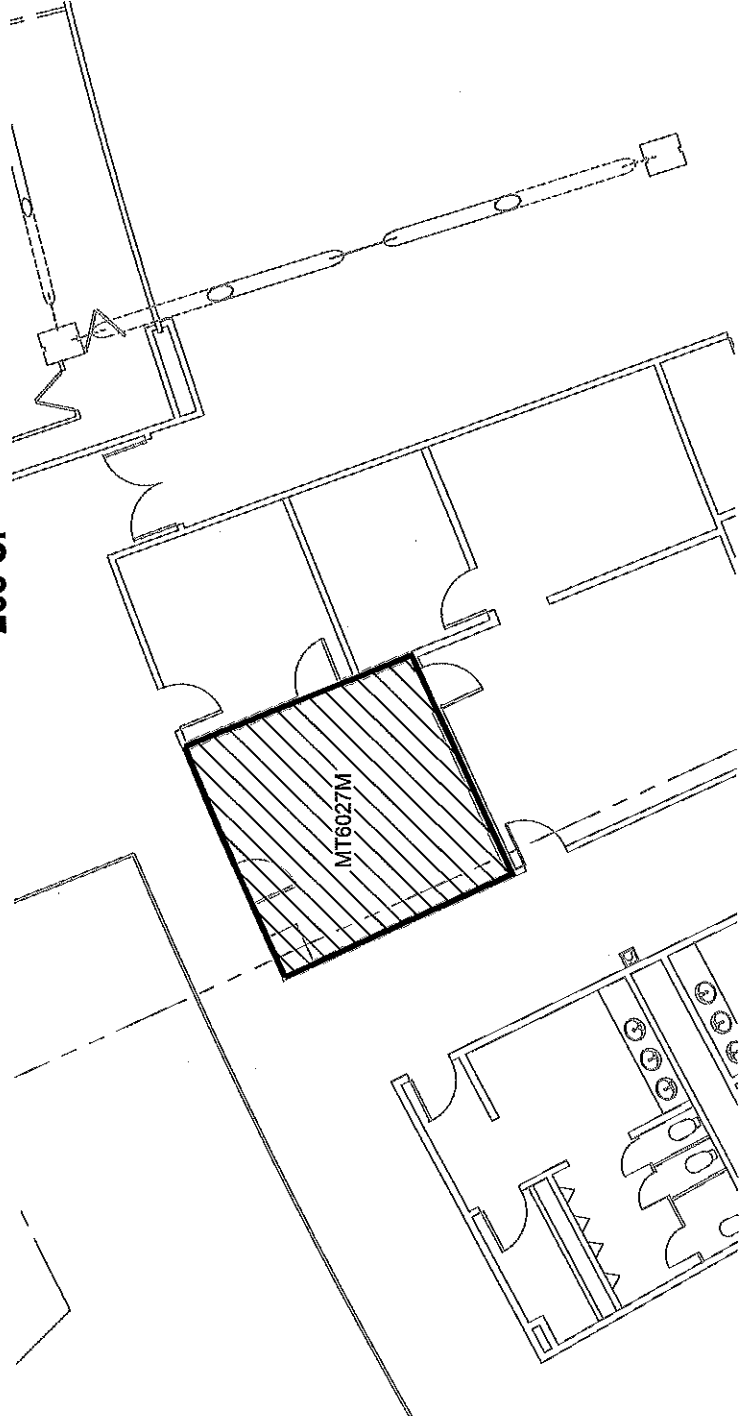
DATE	12MAY2008
DRAWN BY	
CHECKED BY	
DESIGNED BY	
EXAMINED BY	
Port of Seattle/Aviation Properties Seattle-Tacoma International Airport BUILDING: SOUTH SATELLITE LEVEL: TRANSIT LOCATION:	

Exhibit A, Page 9 of 12
Former FAA, Main Terminal Mezzanine Level
TSA Room No. MT6031M
664 SF



DATE	12 JAN 2009
SCALE	
DRAWN BY	
CHECKED BY	
DATE	
PROJECT	Port of Seattle/Aviation Properties Seattle-Tacoma International Airport
BUILDING	MAIN TERMINAL
FLOOR	MEZZANINE
LOCATION	CENTRAL TERMINAL

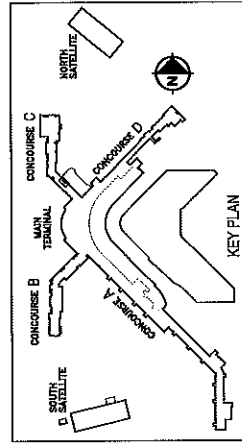
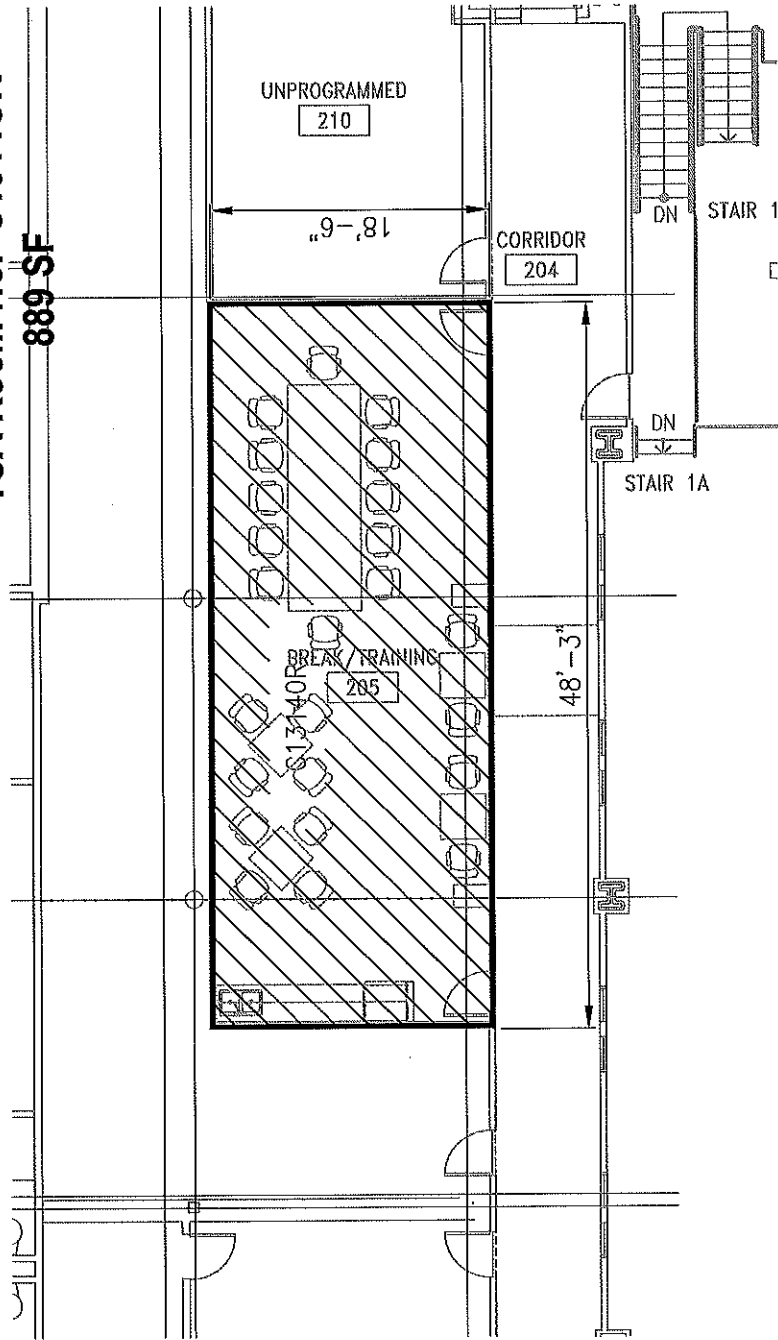
Exhibit A, Page 10 of 12
Addition to Former FAA
Main Terminal Mezzanine Level
TSA Room No. MT6027M
268 SF



DATE	12 MAY 2009
DRAWN BY	
CHECKED BY	
DESIGNED BY	
PROJECT	Port of Seattle/Aviation Properties Seattle-Tacoma International Airport
BUILDING	MAIN TERMINAL
FLOOR	MEZZANINE
LOCATION	CENTRAL TERMINAL

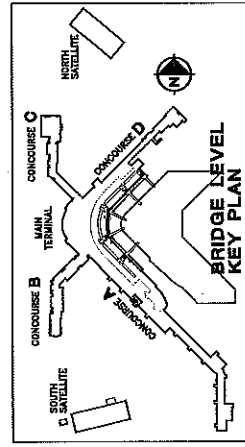
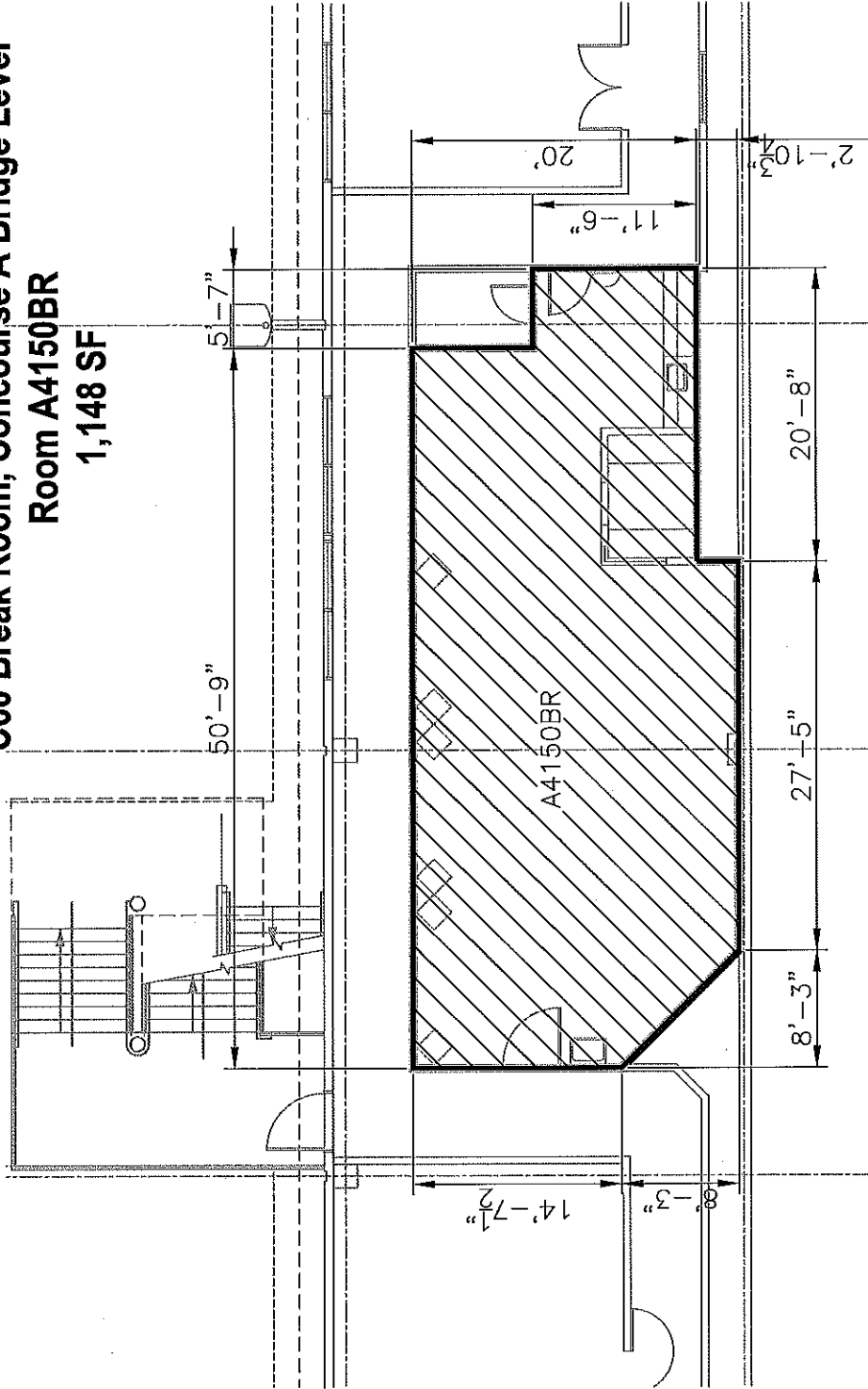


Exhibit A, Page 11 of 12
C1 Break Room, Bag/Ramp Level
TSA Room No. C13140R
889 SF



DATE	12MAY2009
DRAWN	
CHECKED BY	
DESIGNED BY	
DATE	
Port of Seattle/Aviation Properties Seattle-Tacoma International Airport	
BUILDING	MAIN TERMINAL
LEVEL	BAG/RAMP
LOCATION	CONCOURSE C

Exhibit A, Page 12 of 12
C60 Break Room, Concourse A Bridge Level
Room A4150BR
1,148 SF



DATE	12MAY2009
SCALE	
DRAWN BY	
CHECKED BY	
PROJECT NO.	
CONTRACT NO.	
PROJECT NAME	Port of Seattle/Aviation Properties Seattle-Tacoma International Airport
BUILDING	CONCOURSE A
LEVEL	BRIDGE
LOCATION	

EXHIBIT B, Page 1 of 1

General Services Administration
 Transportation Security Administration
 Lease space at Sea Tac Airport
 GS-10B-06485, Supplemental Lease Agreement #18

Rent Schedule effective : November 1, 2007

Room #	Name	RFSF	Date Occupied	Date Vacated	Rental Rate/RSF/YR	Janitorial Rate/RSF/YR	Total Rental Rate/RSF/YR	Monthly Rent	Annual Rent
Block A									
B3038R	Baggage Break Room**	2,211	4/1/2004		\$ 87.66	\$ 10.00	\$ 97.66	\$ 17,993.86	\$ 215,926.26
A5062C	So. STSO Office	350	10/1/2006		\$ 87.66	\$ 10.00	\$ 97.66	\$ 2,848.42	\$ 34,181.00
B5059C	Current OPCEN	1,239	2/1/2003		\$ 87.66	\$ 10.00	\$ 97.66	\$ 10,083.40	\$ 121,000.74
B5087C	Mark & DB's Office	275	11/1/2004		\$ 87.66	\$ 10.00	\$ 97.66	\$ 2,238.04	\$ 26,856.50
B3106R	BAT Room	930	4/1/2005		\$ 87.66	\$ 10.00	\$ 97.66	\$ 7,568.65	\$ 90,823.80
MT5532T	N. Break Room	1,488	12/1/2002		\$ 87.66	\$ 10.00	\$ 97.66	\$ 12,109.84	\$ 145,318.08
MT5159T	CTE Locker Room	224	10/1/2006		\$ 87.66	\$ 10.00	\$ 97.66	\$ 1,822.99	\$ 21,875.84
S1125TR	FIS Break Room	166	10/1/2006		\$ 87.66	\$ 10.00	\$ 97.66	\$ 1,350.96	\$ 16,211.56
MT6031M	Former FAA	664	11/1/2002		\$ 87.66	\$ 10.00	\$ 97.66	\$ 5,403.85	\$ 64,846.24
MT6027M	Addition to Former FAA	268	7/1/2003		\$ 87.66	\$ 10.00	\$ 97.66	\$ 2,181.07	\$ 26,172.88
									\$ 63,601.08
Block B Rooms Being Added									
C1314OR	C-1 Break Room	889	11/1/2007		\$ 87.66	\$ 10.00	\$ 97.66	\$ 7,234.97	\$ 86,819.74
A4150BR	C-60 Break Room	1148	11/1/2007		\$ 87.66	\$ 10.00	\$ 97.66	\$ 9,342.80	\$ 112,113.68
									\$ 16,577.78
Block C Room Being Vacated									
A5051C	US VISIT*	243	3/15/2005	1/25/2008	\$ 74.25		\$	\$ 74.25	
Block D Room Being Vacated									
A5016C/A5014C		995	10/1/2006	10/10/2008	\$ 74.25	\$ 9.13	\$ 83.38		

INITIALS: _____ & _____
 LESSOR GOVERNMENT

*new space
 **change in square footage

Exhibit C, Page 1 of 2

GS-10B-06485 overpayment for vacated space through 4/30/09

Location vacated	Date vacated	Months vacant	RSF	Rate per RSF	Annual rent	Monthly rent	Overpayment
<u>Block C</u> A5051C U S VISIT	1/25/2008	15.193548	243 \$	74.25	\$ 18,042.75	\$ 1,503.56	\$ 22,844.45
<u>BlockD</u> A5016C/A5014C	10/10/2008	6.6774193	995 \$	83.38	\$ 82,963.10	\$ 6,913.59	\$ 46,164.95
Total Overpayment							\$ 69,009.40

GS-10B-06485 Underpayment for occupied space through 4/30/09

Location occupied	Date occupied	Months occupied	RSF	Rate per RSF	Annual rent	Monthly rent	Underpayment
<u>Block B</u> C1314OR	11/1/2007	18	889 \$	97.66	\$ 86,819.74	\$ 7,234.97	\$ 130,229.46
A4150BR	11/1/2007	18	1148 \$	97.66	\$ 112,113.68	\$ 9,342.80	\$ 168,170.40
Underpayment							\$ 298,399.86

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit C, Page 2 of 2

GS-10B-06485 underpayment for rate changed for period of 11/1/07 to 4/30/09

Room #	Name	RSF	Rental Rate/RSF /YR	Janitorial Rate/RSF/YR	0.87	Total Rental Rate/RSF/ YR	Monthly Rent	Annual Rent	11/1/07-4/30/09
B3038R	Baggage Break Room**	2,211	\$ 13.41	\$	0.87	\$ 14.28	\$ 2,631.09	\$ 31,573.08	\$ 47,359.62
A5062C	So. STSO Office	350	\$ 13.41	\$	0.87	\$ 14.28	\$ 416.50	\$ 4,998.00	\$ 7,497.00
B5059C	Current OPCEN	1,239	\$ 13.41	\$	0.87	\$ 14.28	\$ 1,474.41	\$ 17,692.92	\$ 26,539.38
B5087C	Mark & DB's Office	275	\$ 13.41	\$	0.87	\$ 14.28	\$ 327.25	\$ 3,927.00	\$ 5,890.50
B3106R	BAT Room	930	\$ 13.41	\$	0.87	\$ 14.28	\$ 1,106.70	\$ 13,280.40	\$ 19,920.60
MT5532T	N. Break Room	1488	\$ 13.41	\$	0.87	\$ 14.28	\$ 1,770.72	\$ 21,248.64	\$ 31,872.96
MT5159T	CTE Locker Room	224	\$ 13.41	\$	0.87	\$ 14.28	\$ 266.56	\$ 3,198.72	\$ 4,798.08
S1125TR	FIS Break Room	166	\$ 13.41	\$	0.87	\$ 14.28	\$ 197.54	\$ 2,370.48	\$ 3,555.72
MT6031M	Former FAA	664	\$ 13.41	\$	0.87	\$ 14.28	\$ 790.16	\$ 9,481.92	\$ 14,222.88
MT6027M	Addition to Former FAA	268	\$ 13.41	\$	0.87	\$ 14.28	\$ 318.92	\$ 3,827.04	\$ 5,740.56
								Underpayment	\$ 167,397.30

Total Underpayment \$ 465,797.16
 Total Overpayment \$ (69,009.40)
Total Owed to lessor \$ 396,787.76

INITIALS: _____ & _____
 LESSOR GOVERNMENT