



MEETING NOTICE

TO: Board of Commissioners, Public, Press and Media

FROM: Oday Lavergne, Chair, EEIDD

SUBJECT: EEIDD Regular Session

The England Economic and Industrial Development District's Regular Session is scheduled to be held **Thursday, August 27, 2026, at 4:00 p.m.** in the EEIDD Board Room, 1611 Arnold Drive, Alexandria, LA 71303.

The EEIDD Board Meetings are available via Livestream on England Airpark's website. Visit www.EnglandAirpark.org/england-authority/. When the EEIDD web page opens, scroll down the landing page and the Livestream will be available in the Board Meetings section.

**THE ENGLAND AUTHORITY
BOARD OF COMMISSIONERS**

<i>Oday Lavergne, Chair</i>	<i>Myron Lawson, Jr.</i>
<i>Jamar Gailles, Vice-Chair</i>	<i>Joe McPherson</i>
<i>Steve Mansour, Secretary/Treasurer</i>	<i>Patrick O'Quin</i>
<i>Trey Crump</i>	<i>Charlie Weems</i>
<i>Joshua Dara, Sr.</i>	<i>Zeb Winstead, Past Chair</i>

**REGULAR MEETING
August 27, 2026
England Authority Board Room
** DRAFT AGENDA ****

Public comments regarding an agenda item, upon which a vote is to be taken, are allowed at board and committee meetings. Individuals should, when possible, comment on proposals during Committee hearings when an agenda item is considered. The Chair will allow public comment on an agenda item prior to a vote. Comments shall be limited to 3 minutes per person and shall be Germane to the issue under consideration. Proponents and opponents should fill out a comment card and file it with the Executive Director prior to the meeting. Cards will then be handed to the Chair for use during the appropriate comment period.

Call to Order
Invocation
Pledge of Allegiance
Roll Call
Active Items

1. Motion to approve the minutes of July 23, 2026, Regular Board meeting.
2. Presentation by Robinson Biochar.
3. Motion authorizing Executive Director to execute Certificate of Contract Acceptance for the Alexandria International Airport Extension of Runway 18 & Associated Improvements Phase 2.
4. Motion to authorize the Executive Director to execute a lease agreement between EEIDD and CSI Aviation for building 2107 located at 1107 Billy Mitchell Blvd.
5. Motion to authorize the Executive Director to execute a lease agreement with the United States of America for the JRTC Intermediate Staging Base (ISB).

6. Motion to approve Resolution amending Part II of the EEIDD Code of Ordinances and Policies by adding Chapter 9, Public Demonstrations, to provide for the reasonable, content-neutral regulation of public demonstrations, protests, rallies, vigils, picketing, and other expressive assemblies upon property owned or controlled by the District; to establish a permitting procedure for certain planned demonstrations; to provide for spontaneous demonstrations, to prohibit demonstrations within airport terminals, terminal operation frontage zones, leased property, and other non-public areas owned or controlled by the District; and to otherwise provide with respect thereto.

ADDITIONS TO AGENDA
(By unanimous vote)

- F. Comments by Legal Counsel
- G. Comments or Questions by Commissioners
- H. Comments by Executive Director
- I. Staff Reports – 1) Financial
2) Planning and Development
3) Economic Development
4) Air Traffic / Service
- J. Adjourn

**THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
BOARD OF COMMISSIONERS REGULAR BOARD MEETING
JULY 23, 2026**

The England Economic and Industrial Development District met in Regular Session in the EEIDD Board Room, 1611 Arnold Drive, Alexandria, Louisiana, on **Thursday, July 23, 2026**.

Mr. Steven Mansour, Secretary/Treasurer of the EEIDD, called the meeting to order at 4:01 p.m.

The England Economic and Industrial Development District was duly convened as the governing authority of said District by Mr. Steven Mansour, Secretary/Treasurer, who stated that the England Economic and Industrial Development District was ready for the transaction of business.

Present: Secretary/Treasurer, Mr. Steve Mansour, Mr. Trey Crump, Mr. Joshua Dara, Sr., Mr. Myron Lawson, Jr., Mr. Joe McPherson, Mr. Charlie Weems and Mr. Zeb Winstead.

Absent: Mr. Oday Lavergne, Mr. Jamar Gailes, Mr. Patrick O'Quin

MOTION TO APPROVE THE MINUTES OF JUNE 25, 2026, REGULAR BOARD MEETING.

Motion by **Mr. Zeb Winstead**, second by **Mr. Myron Lawson, Jr.**, to approve the minutes of June 25, 2026, Regular Board Meeting. On vote, motion passed.

Committee Reports:

Admin/Legal Committee met on July 16, 2026, to consider the item that this is the subject of number three on the agenda. After discussion, committee suggested and requested that legal counsel prepare a second draft that reflected concerns and suggestions. Copy distributed to Commissioners. Committee approved draft as prepared by counsel.

Chair moved to take item three on the agenda and move it to the end of the agenda. With no objections, item was moved to the end of the agenda.

MOTION AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT WITH APECK CONSTRUCTION, LLC IN THE AMOUNT OF \$2,427,030.91 FOR THE EXPANSION OF THE SOUTH APRON - PHASE III - CONSTRUCTION PHASE II, SUBJECT TO FUNDING AND APPROVAL BY THE FEDERAL AVIATION ADMINISTRATION.

Motion by **Mr. Zeb Winstead**, Second by **Mr. Myron Lawson, Jr.**, authorizing Executive Director to execute contract with Apeck Construction, LLC in the amount of \$2,427,030.91 for the Expansion of the South Apron - Phase III - Construction Phase II, subject to funding and approval by the Federal Aviation Administration. On vote, motion passed.

MOTION AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CERTIFICATE OF PARTIAL CONTRACT ACCEPTANCE FOR THE EXTENSION OF RUNWAY 18 & ASSOCIATED IMPROVEMENTS - PHASE 2 FOR ALEXANDRIA INTERNATIONAL AIRPORT.

Motion by **Mr. Zeb Winstead**, Second by **Mr. Trey Crump** authorizing Executive Director to execute Certificate of Partial Contract Acceptance for the Extension of Runway 18 & Associated Improvements - Phase 2 for Alexandria International Airport. On vote, motion passed.

MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE LEASE AGREEMENT BETWEEN EEIDD AND AST TURBO USA, INC. FOR BUILDING #1919 LOCATED AT 2011 VANDEVELDE AVE.

Motion by Mr. Zeb Winstead, Second by Mr. Myron Lawson, Jr., to authorize the Executive Director to execute lease agreement between EEIDD and AST Turbo USA, Inc. for building #1919 located at 2011 Vandeveld Ave. On vote, motion passed.

MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A LEASE AGREEMENT BETWEEN EEIDD AND EOM PUBLIC WORKS, LLC FOR OFFICE SPACE LOCATED IN BUILDING 900 LOCATED AT 1405 FRANK ANDREWS BLVD.

Motion by Mr. Myron Lawson, Jr., Second by Mr. Zeb Winstead, to authorize the Executive Director to execute a lease agreement between EEIDD and EOM Public Works, LLC for office space located in building 900 located at 1405 Frank Andrews Blvd. On vote, motion passed.

Staff Reports:

Financial: Ms. Steiner is out due to having a medical procedure. Her and her team are in the process of closing out the books for last year. She will have a full report at the August meeting.

Planning and Development: All project reports have been forwarded to Commissioners. Added the capital improvement plan in front of those documents to see where we are headed on both land side and air side.

Economic Development: Ucore is wrapping up their permitting now. Expected to install the first production machine in Q1 of 2027 and then start shipping product to customers in Q2. Housing update: occupancy is at 94% due to a few houses being flipped, three being remodeled in England Estates and Village. England Oaks is at 100% right now.

Air Traffic / Service: Number of commercial passengers was up 25% year over year, enplanements up 24% year over year. Second month in a row we've had over 11,000 enplanements. Last time we had numbers like that was in December 2019. Air Service Development and Marketing Highlights: big story of the year was the return of United service to Houston. 17% increase in both passengers and enplanements over prior fiscal year. Implemented a few new marketing tactics, including targeted e-blast and digital ads promoting United, as well as meta ads for both AEX and the residential communities. Finalist for ACI North America's award for the Fly Local, Explore Global campaign. Recipient of the Central Louisiana Regional Chamber of Commerce Bizzy Award for the Reunited campaign.

INTRODUCTION OF RESOLUTION AMENDING PART II OF THE EEIDD CODE OF ORDINANCES AND POLICIES BY ADDING CHAPTER 9, PUBLIC DEMONSTRATIONS, TO PROVIDE FOR THE REASONABLE, CONTENT-NEUTRAL REGULATION OF PUBLIC DEMONSTRATIONS, PROTESTS, RALLIES, VIGILS, PICKETING, AND OTHER EXPRESSIVE ASSEMBLIES UPON PROPERTY OWNED OR CONTROLLED BY THE DISTRICT; TO ESTABLISH A PERMITTING PROCEDURE FOR CERTAIN PLANNED DEMONSTRATIONS; TO PROVIDE FOR SPONTANEOUS DEMONSTRATIONS, TO PROHIBIT DEMONSTRATIONS WITHIN AIRPORT TERMINALS, TERMINAL OPERATION FRONTAGE ZONES, LEASED PROPERTY, AND OTHER NON-PUBLIC AREAS OWNED OR CONTROLLED BY THE DISTRICT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

Motion by **Mr. Charlie Weems**, Second by **Mr. Trey Crump** introducing Resolution amending Part II of the EEIDD Code of Ordinances and Policies by adding Chapter 9, Public Demonstrations, to provide for the

reasonable, content-neutral regulation of public demonstrations, protests, rallies, vigils, picketing, and other expressive assemblies upon property owned or controlled by the District; to establish a permitting procedure for certain planned demonstrations; to provide for spontaneous demonstrations, to prohibit demonstrations within airport terminals, terminal operation frontage zones, leased property, and other non-public areas owned or controlled by the District; and to otherwise provide with respect thereto. On vote, motion passed.

Public comments received.

Mr. Oday Lavergne adjourned the meeting at 5:18 p.m.

Oday Lavergne, Chair

England Economic and Industrial Development District

Board of Commissioners

Steven Mansour, Secretary/Treasurer

England Economic and Industrial Development District

Board of Commissioners



BOARD OF COMMISSIONERS MEETING

DATE: _____

TITLE:**EXPLANATION:****ATTACHMENTS INCLUDED:**

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	_____
Deputy Director, Airport & Capital Projects	_____
Deputy Director, England Airpark	_____
Director of Finance & Human Resources	_____
Commissioner	_____

COMMITTEE:

- ☐ Executive
- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects

Certificate of Acceptance

Date: July 15, 2026

Contract: Alexandria International Airport
Extension of Runway 18 & Associated Improvements
Phase 2

Owner: England Economic & Industrial Development
District

Owner's Contract No.: N/A

Project: N/A

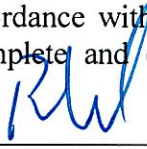
Engineer's Project No: 12889

Contractor: Merrick, LLC

Contractor's Address: 1332 Front Street, Cottonport, Louisiana 71327

Engineer Recommendation:

This is to report that to the best of my knowledge and belief, the items of work performed related to this Project have been actually furnished in accordance with the Specifications and Bidding Documents and that the work is substantially complete and can be utilized for its intended purposes.


Brendon E. Gaspard, P.E.

Project Engineer
Title

July 15, 2026
Date

England Economic & Industrial Development District Acceptance

Based upon the Engineer's recommendation, England Economic & Industrial Development District hereby accepts the work under this project as substantially complete as of _____, 2026.

Ralph Hennessy

Executive Director
Title

Date



BOARD OF COMMISSIONERS MEETING

DATE: _____

TITLE:**EXPLANATION:****ATTACHMENTS INCLUDED:**

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	_____
Deputy Director, Airport & Capital Projects	_____
Deputy Director, England Airpark	_____
Director of Finance & Human Resources	_____
Commissioner	_____

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects



EEIDD LEASE INFORMATION FORM

1. **LESSEE:** CSI Aviation, Inc.

2. **NAME:**

Address:

Tax ID: 85-0278732

Building No. 2107

Square Ft. 13,963

Address: 1107 Billy Mitchell Blvd. Alexandria, LA 71303

Movables:

3. **TERM:**

Number of Years: 3

Beginning Date: September 1, 2026

Ending Date: August 31, 2029

Lease Form: Standard Form

Number of jobs: 160

4. **OPTION TO RENEW:**

Number of Options: two (2)

Term of Options: one (1)

5. **USE OF PREMISES:** Air Service Operations

6. **RENTAL:**

Base Rent: \$5.75 per sq ft

Annual Amount: \$80,413.80

Percentage Rent (If applicable): CPI applied annually

Rent during Option Periods:

7. **SECURITY DEPOSIT:** \$13,402.30

8. **INSURANCE:**

Amount of Liability Insurance Required: \$1,000,000.00

Property: Yes

Workers Comp: Yes

Auto: Yes

Other: _____

9. **UTILITIES:** Lessee

10. **MAINTENANCE:**

Lessor will be responsible for structural support walls, roof, HVAC, and foundation.

11. **SPECIAL PROVISIONS:** Lessee will provide \$20,565.00 of improvements to the building for a restroom addition, ceiling tile and grid replacement

England Economic & Industrial Development District
David Broussard, Deputy Director



BOARD OF COMMISSIONERS MEETING

DATE: _____

TITLE:**EXPLANATION:****ATTACHMENTS INCLUDED:**

- ☐ Document/Proposal Attached
- ☐ Term Sheet Attached
- ☐ Financials Attached
- ☐ N/A

FINANCIAL/BUDGET INFORMATION:

Title: _____

Number: _____

Balance of Account: _____

Amount of Expense: _____

Amount Remaining: _____

SUBMITTED BY:

Executive Director	_____
Deputy Director, Airport & Capital Projects	_____
Deputy Director, England Airpark	_____
Director of Finance & Human Resources	_____
Commissioner	_____

COMMITTEE:

- ☐ Admin/Legal
- ☐ Finance/Audit
- ☐ Economic Development
- ☐ Capital Projects



EEIDD LEASE INFORMATION FORM

1. **LESSEE:** The United States of America
2. **NAME:**
Address:
Tax ID:
Building No. 814,816,834,1625,1630,1631,1632,1633,1634,1635,1637,1638, 4 bunkers
Square Ft. buildings-112,940; acreage -8,345,941
Address:
Movables:
3. **TERM:**
Number of Years: one (1)
Beginning Date: April 1, 2026
Ending Date: March 1, 2027
Lease Form: U.S. Government
4. **OPTION TO RENEW:**
Number of Options: fourteen (14)
Term of Options: 12 months
5. **USE OF PREMISES:** U.S. Army training
6. **RENTAL:**
Base Rent: Buildings \$2.00 per sq ft; acreage 0.22 cents per sq ft
Annual Amount: \$2,061,947.00
Percentage Rent (If applicable): 2.25% annual escalation
7. **SECURITY DEPOSIT:** N/A
8. **INSURANCE:**
9. **UTILITIES:** Lessee
10. **MAINTENANCE:**
Lessor will be responsible for structural support walls, roof, HVAC, and foundation of buildings
11. **SPECIAL PROVISIONS:** N/A

England Economic & Industrial Development District
David Broussard, Deputy Director

U.S. GOVERNMENT
10 USC 2661
FACILITY LEASE
PRIVATELY OWNED PROPERTY
BETWEEN
AND
THE UNITED STATES OF AMERICA

UEI #:

THIS LEASE ("Lease") made and entered into this ____ day of _____ 2026, by and between _____, whose address is _____, whose interest in the property hereinafter described is that of owner, hereinafter called "Lessor", and the UNITED STATES OF AMERICA, hereinafter called the "Government": _____

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government, the following described premises:
Approximately _____ rentable square feet located at _____, which is shown in **Exhibit "A"**, Floor Plan, more particularly described in **Exhibit "B"**, Legal Description, attached hereto and made a part hereof, to be used for Government purposes. _____

TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for a three-month firm term lease, with three (3) three-month option periods, with the term beginning ____ ("**Lease Commencement Date**") and ending on ____ ("**Lease Expiration Date**"), subject to termination rights as hereinafter set forth (the "Term"). The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease at least ____ days prior to the expiration date of the current term, provided further, that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If the Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from the Lessee, at the end of the current lease term.

1. For purposes of this Lease, "Lease Year" shall mean the twelve (12) month period commencing on the Lease Commencement Date or Amended Lease Commencement Date, as applicable, and each subsequent twelve (12) month period thereafter during the Term. The Government shall pay Lessor annual Rent (defined as Base Rent plus Operating Expenses) \$ _____ for each Lease Year.

The date that rent commences hereunder ("Rent Commencement Date") shall be the Lease Commencement Date or the Amended Lease Commencement Date, as provided in Paragraph 2. Rent shall be payable monthly in arrears. Payment of Rent shall be made by **electronic funds transfer** and shall be payable to _____, by: U. S. Army Corps of Engineers, USACE Finance Center, Attn: CEFC AO, 5720 Integrity Drive, Millington, Tennessee 38054-5005.

(a) Operating Expenses: Beginning with the second Lease Year and each Lease Year thereafter, upon request the Government agrees to settle actual increases or decreases in real estate taxes and operating expenses for the calendar year in which Lease Year commences. The Government will not reconcile operating expenses for the first lease year. Any reconciliation will be made via a supplemental agreement provided that the increase or decrease shall be not less than \$150.00. Such request shall be in writing and received by the Government no later than 90 days from the end of the lease year for which payment is requested. If no reconciliation request is received from the Lessor within the 90 day period, the Lessor's right to reconcile the previous lease year's operating costs will be waived. No payment will be made until the Lessor has furnished to the Government copies of proof of payment (invoices/receipts/canceled checks) or, at the Government's option, a certified statement for the applicable calendar year to support such increased costs (exclusive of any forfeited discount, penalties, and interest assessed, levied, and charged against the Leased Premises), for the purpose of a comparison of the costs for the year for which payment is requested with the costs reflected by the Operating Cost Base Rate. In order to support a payment for increased costs, documentation relating to each item specified above must be submitted, not just the item for which an increase is claimed. The Government reserves the right to request documentation for all preceding lease years of the Lease. If it is determined that for any calendar year a decrease was experienced, the Government shall have the right to recover any overpayment for that calendar year from the Lessor by lump sum payment or by adjusting the monthly rental payment.

Consideration for any period of the Lease that is less than the full 12-month calendar year will be prorated.

(b) Contingency: The Government's obligation and legal liability for payment of the Rent provided under this Lease during the Term hereof is expressly contingent upon the appropriation by Congress of the funds required to meet such obligation. The Government represents that Congress has appropriated funds required to meet the Government's obligations for Rent for the first Lease Year and the Government's portion of the cost of construction of the Tenant Improvements. The Government shall request the inclusion of payment of Rent hereunder, in its budget requests during each Lease Year for the balance of the Term. If Congress fails to appropriate the required funds, the Government shall terminate this Lease in accordance with Paragraph 2 foregoing.

2. If the Government fails to occupy any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to expiration of the term of the Lease, the Operating Expenses will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of Operating Expenses not required to maintain the Leased Premises in a good and tenantable condition. Said reduction shall occur after the Government gives sixty (60) calendar days prior notice to Lessor and shall continue in effect until the Government occupies the Lease Premises, or portion thereof as the case may be, or the Lease expires or is terminated as provided herein.

The Government shall continue to be responsible for increases in the Operating Cost Base Rate, as adjusted hereunder. If the Government vacates all or any portion of the Leased Premises, Lessor shall have the right to market (advertise, sign, show) the vacant space and to procure new lease s, provided the Government shall have the right to approve any lease of its space, which approval shall not be unreasonably withheld or delayed.

3. Lessor shall furnish to the Government, as part of the rental consideration, the following:

- (a) Facilities and janitorial services as specified in, **Exhibit "C"** ("Utilities and Facility Services");
- (b) Maintenance in accordance with Clause No. 14 of the attached General Clauses.
- (c) All utilities, including water and sewer services and electricity as more particularly set forth in **Exhibit "C"**.
- (d) Payment to third parties for real estate taxes and insurance premiums with respect to the Leased Premises.

4. Any notice under the terms of this Lease given by the Government or Lessor shall be in writing and shall be either (a) delivered personally to the party being notified, or (b) delivered by certified mail, return receipt requested, postage prepaid, and, if to the Government, shall be addressed to the District Engineer, United States Army Engineer District, Fort Worth, ATTN: CESWF-RE-A, P.O. Box 17300, Fort Worth, Texas 76102 0300, and if to Lessor, shall be addressed to _____.

5. (a) It is agreed that the Lessor, acting by and through a contractor appointed by Lessor, shall have the right to perform alterations requested by the Government during the Term, provided that the price, performance and other terms and conditions are customary and reasonable. If the Lessor elects not to perform the alterations or if the Government does not agree that the Lessor's proposal is customary and reasonable, the Lessor will grant immediate approval, which approval shall be conditioned upon the Lessor's reasonable approval of plans and specifications to be provided by the Government and Lessor's approval of the Government's contractor, and further provided that the Government's contractor agrees in writing to comply with such building rules and regulations as are being promulgated by Lessor at the time of the Government's request for the Government to make alterations.

(b) It is agreed by and between the parties hereto that, prior to the commencement of work on any alterations being made for the Government in the Lease Premises, the parties shall agree upon which, if any, part of such alterations will become the property of the Government. Thereafter, upon acceptance of the alterations by the Government, ownership of such alterations as were agreed by the parties as belonging to the Government shall in fact be the property of the Government, and the Government may either remove such alterations or leave same in place.

6. (a) On or before the expiration or other termination of this Lease , the Government shall leave the Lease Premises in a clean and safe condition and the Lease Premises shall be left in good order and repair, fair wear and tear, alterations, repairs, improvements and casualties covered by insurance excepted.

(b) If the Government shall fail or neglect to remove its property and restore the Lease Premises, then, at the option of the Lessor, the property shall either become the property of the Lessor without compensation therefor, or the Lessor may cause the property to be removed and no

claim for damages against the Lessor or its officers or agents shall be created by or made on account of such removal and restoration work.

7. In the event of change of ownership of the leasehold interest of Lessor in the Lease Premises, Lessor agrees to notify the Government as soon as possible of the change of ownership and further agrees to furnish the Government a copy of the assignment, or other proof of ownership transfer, within thirty (30) days of the effective date of said change of ownership. Failure by Lessor to provide requested documents within said (30) days may result in the delay of rental or other payments due under this Lease until such time that proof of ownership transfer is provided to the Government.

8. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

9. The Government may, by written notice to Lessor, terminate the right of Lessor to proceed under this Lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Lessor, or any agent or representative of Lessor to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing, of such leases; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this Lease is terminated as provided above, the Government shall be entitled (1) to pursue the same remedies against Lessor as it could pursue in the event of a breach of the Lease by Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten (10) times the costs incurred by Lessor in providing any such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this Lease.

10. This Lease shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

11. At all times during the Lease term, Lessor shall maintain liability insurance in amounts which together with any excess liability coverage provided under blanket umbrella coverage by Lessor shall be no less than \$5,000,000.00 for claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons while on or about the Building. The liability insurance policy shall insure the hazards of the Building and operations conducted in and about the Building. Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessor or the Government or any other person; provided that the insurer will have no right of subrogation against Lessor or Government, and be reasonably satisfactory to Lessor and the Government in all respects. Furthermore, Lessor shall maintain a standard fire and extended coverage insurance policy or policies on the Building. The amount of such policy shall be equal to the replacement cost of the Building.

12. The following are attached and made a part hereof as Exhibits:

- a) General Clauses, GSA Form 3517B
- b) Representatives and Certifications, GSA Form 3518
- c) Exhibit A, Floor Plan
- d) Exhibit C, Utilities and Facilities Services
- e) Exhibit D, Master Lease

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY: _____

DATE: _____

THE UNITED STATES OF AMERICA

BY: _____

DATE: _____