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U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Service Area
Real Estate Branch, AAQ-920

10101 Hillwood Parkway
Fort Worth, Texas 76177

NOV 19 2019

Patricia A. Luciani
1725 Galloway Circle
Inverness, IL 60010

Dear Ms. Luciani:

Subject: Agreement No. DTFACN-17-L-00125
(ORD) MTS
Broadview, IL

Please find enclosed a copy of Supplemental Lease Agreement (SLA) No. 2 to Lease No. DTFACN-17-L-00125 for your records. This SLA is required administrative action for change in ownership and change of payee by conveyance of all interest in the property located in Broadview, IL.

The ownership name of the property is now Patricia A. Luciani and all future rental payments will be issued to Patricia A. Luciani, as the Payee.

Should you have any questions or issues relating to the subject agreement, please contact me at Demetra.Johnson@faa.gov 817-222-4608. Thank you for your cooperation and patience in this matter.

Sincerely,

Demetra S. Johnson
Real Estate Contracting Officer

11-25-22 called

Enclosure

2

**U.S. Department of Transportation
Federal Aviation Administration**

SUPPLEMENTAL AGREEMENT NO.

2

**SUPPLEMENTAL LEASE
AGREEMENT**

**TO LEASE
NO. DTFACN-17-L-00125/
697DCM-19-L-70010**

ADDRESS OF PREMISES:

Space at the 215 foot level of tower for a 36 inch diameter and associated electronic circuitry mounted behind it, which shall be related to the FAA's activities in support of Air Traffic operations. Said tower is located at Latitude 41°50'02" N and Longitude 87°51'18" W, in Cook County, Illinois

THIS AGREEMENT, made and entered into this date by, Patricia A. Luciani hereinafter called the LESSOR and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WHEREAS, on August 25, 2017, Phillip J. Luciani and Patricia A. Luciani, entered into lease NO. DTFACN-17-L-00125, as amended by Supplemental Agreement No. 1, dated March 20, 2019 for the consideration and purpose more particularly stated in said lease; and

WHEREAS, the Government has received support documentation for a change in ownership to include Certificate of Death for Phillip J. Luciani, dated October 13, 2018, and certified on October 16, 2018,

WHEREAS, all interest in the property is conveyed to Patricia A. Luciani, and to receive the annual rental payments of \$4,600.00 per year, and

WHEREAS, the Government is required to amend the above lease.

NOW THEREFORE, effective October 1, 2018, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

- A. To reflect the Lessor as Patricia A. Luciani.
- B. Article 4 is amended and substitute the following:

4. Consideration (Cost) (8/02)

The Government shall pay the Lessor rent for the premises in the amount of \$4,600.00 per annum, payable to Patricia A. Luciani at the end of each Government fiscal year. Payments shall be in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

2.6.13. Supplemental Lease Agreement (SLA)

CLSA January 2016

OMB Control No. 2120-0595

FAA

Supplemental Agreement No. 2
Lease No. DTFACN-17-L-00125
(ORD)MTS
Broadview, IL

C. Amend Article 15 Notices and substitute with the following:

15. NOTICES

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

LESSOR:
Patricia A. Luciani
1725 Galloway Circle
Inverness, IL 60010

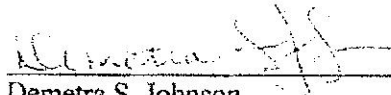
GOVERNMENT:
U.S Department of Transportation
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is, is not required to sign this document.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

UNITED STATES OF AMERICA:



Demetra S. Johnson
Real Estate Contracting Officer

11-7-16

Date

ANTENNA AND EQUIPMENT SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**PHILLIP J. LUCIANI AND PATRICIA A. LUCIANI,
Husband and Wife**

**Lease No. 697DCM-19-L-00050
(ORD) Moving Target Simulator (MTS)
Broadview, IL**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between Phillip J. Luciani and Patricia A. Luciani, Husband and Wife, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease supersedes Lease No. DTFACN-17-L-00125 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (JAN 2017)

The Lessor hereby leases to the Government the following described premises, which shall be related to the FAA's activities in support of Air Traffic Operations:

Space at the 215 foot level on an existing tower located at Latitude 41°50'02" N and Longitude 87°51'18" W in Broadview, Illinois. Leased space is for a Moving Target Simulator (MTS) that consists of a 36-inch diameter antenna with conduit following the waveguide and interconnecting of associated hardware, cabling and transmission line.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2019 and continuing through September 30, 2029 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JAN 2017)

The Government shall pay the Lessor rent for the premises in the amount of \$4,740.00 per annum to Patricia A. Luciani and rent is payable at \$395.00 per month during each Government fiscal year. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JAN 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance (OCT 1996)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this 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 costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations (JAN 2017)

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

6.3.30 Hold Harmless (OCT 1996)

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

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

- A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.
- B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.
- C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback - Real Property by Reference (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

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

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

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 healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes - Real Property by Reference (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591, Telephone: (202) 267-3290.

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSE

6.7.1-2 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. ELECTRICITY
- B. SNOW REMOVAL
- C. GROUND MAINTENANCE

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
Phillip J. and Patricia A. Luciani
1725 Galloway Circle
Inverness, Illinois 60010

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76177

6.10.3 Signature Block (JUL 2017)

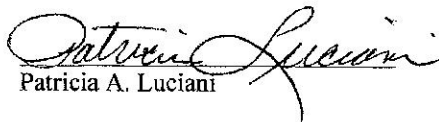
This Lease shall become effective when it is fully executed by all parties.

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR

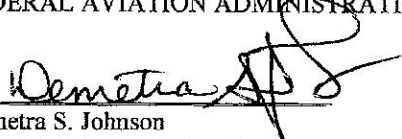

Phillip J. Luciani

Date: 3-31-19


Patricia A. Luciani

Date: 3-31-19

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: 
Demetra S. Johnson
Title: Real Estate Contracting Officer

Date: 4-15-19

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, 20 __, before me, _____, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that (he/she) executed the same for the purposes therein contained.

Notary Public

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this, the 31st day of March, 20 19, before me, Kristine Sypura, the undersigned Notary Public, personally appeared Dominic Sypura, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that (he/she) executed the same for the purposes therein contained.

Kristine Sypura
Notary Public



(Seal)

**U.S. Department of Transportation
Federal Aviation Administration**

**SUPPLEMENTAL AGREEMENT NO.
1**

**SUPPLEMENTAL LEASE
AGREEMENT**

TO LEASE NO. 697DCM-19-L-00050

ADDRESS OF PREMISES:

Space at the 215 foot level of tower for a 36 inch diameter and associated electronic circuitry mounted behind it, which shall be related to the FAA's activities in support of Air Traffic operations. Said tower is located at Latitude 41°50'02" N and Longitude 87°51'18" W, in Cook County, Illinois

THIS AGREEMENT, made and entered into this date by, Patricia A. Luciani hereinafter called the LESSOR and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WHEREAS, on April 15, 2019, Phillip J. Luciani (deceased) and Patricia A. Luciani, entered into Lease NO. 697DCM-19-L-00050, for the consideration and purpose more particularly stated in said lease; and

WHEREAS, the Government has received support documentation for a change in ownership to include Certificate of Death for Phillip J. Luciani, dated October 13, 2018, and certified on October 16, 2018,

WHEREAS, all interest in the property is conveyed to Patricia A. Luciani, and to receive the annual rental payments of \$4,740.00 per year, payable at \$395.00 per month, and

WHEREAS, the Government is required to amend the above lease.

NOW THEREFORE, effective October 1, 2019, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

- A. To reflect the Lessor as Patricia A. Luciani.
- B. Amend Article 6.10.1 Notices and substitute with the following:

6.10.1. NOTICES (Jul 2017)

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

LESSOR:
Patricia A. Luciani
1725 Galloway Circle
Inverness, IL 60010

GOVERNMENT:
U.S Department of Transportation
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

2.6.13. Supplemental Lease Agreement (SLA)

CLSA January 2016
OMB Control No. 2120-0595

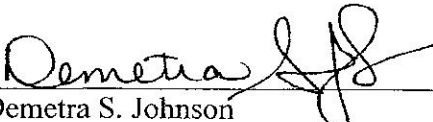
Supplemental Agreement No.1
Lease No. 697DCM-19-L-00050
(ORD) MTS
Broadview, IL

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is, is not required to sign this document.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

UNITED STATES OF AMERICA:



Demetra S. Johnson
Real Estate Contracting Officer

1-16-2020
Date

ANTENNA SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

MR. AND MRS. PHIL LUCIANI

**Lease No. DTFACN-17-L-00125
ORD, Moving Target Simulator (MTS)
Broadview, IL**

This lease is entered into by and between Mr. and Mrs. Phil Luciani whose address is 1725 Galloway Circle, Inverness, IL 60010 and interest in the property hereinafter described is Owner hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

This lease succeeds Lease No. DTFAGL-07-L-00047 and all other previous agreements between the parties for the leased property described in this document.

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

1. DESCRIPTION (10/96) - The Lessor hereby leases to the Government the following described premises: Space at the 215 foot level of tower for a 36 inch diameter and associated electronic circuitry mounted behind it, which shall be related to the FAA's activities in support of Air Traffic operations. Said tower is located at Latitude 41⁰50'02"N and Longitude 87⁰51'18"W, in Cook County, Illinois
2. TERM (8/02) - To have and to hold, for the term commencing on October 1, 2017 and continuing through September 30, 2019 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30(Thirty) days before the effective termination date.

4. **CONSIDERATION (COST) (8/02)** - The Government shall pay the Lessor rental for the premises in the amount of \$4,600.00 (Four Thousand Six Hundred Dollars and No Cents) per year during the lease period. Payments shall be made in arrears at the end of each year without the submission of invoices or vouchers. The payments shall be directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day an electronic funds transfer is made.
5. **HOLDOVER (7/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises..
6. **NON-RESTORATION (10/96)** - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)**
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
 - A. SNOW REMOVAL
 - B. GROUND MAINTENANCE
8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
9. **MAINTENANCE OF THE PREMISES (01/16)** - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards

ANTENNA AND RACK SPACE LEASE

January 2016

OMB Control No. 2120-0595

Lease No. DTFACN-17-L-00125
ORD Moving Target Simulator (MTS)
Broadview, Illinois

associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.

10. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this 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 costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.
11. CONTRACT DISPUTES (11/03) - All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. INTERFERENCE (10/08) - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
13. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at

ANTENNA AND RACK SPACE LEASE

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<http://fast.faa.gov>.

14. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671, et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
15. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.
 - A. ANTI-KICKBACK (7/14)
 - B. ASSIGNMENT OF CLAIMS (10/96)
 - C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
 - D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
 - E. CONTRACTOR IDENTIFICATION NUMBER -"DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
 - F. COVENANT AGAINST CONTINGENT FEES (8/02)
 - G. DEFAULT BY LESSOR (10/96)
 - H. EXAMINATION OF RECORDS (8/02)
 - I. INSPECTION (10/96)
 - J. LESSOR'S SUCCESSORS (10/96)
 - K. NO WAIVER (10/96)
 - L. OFFICIALS NOT TO BENEFIT (10/96)
 - M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
 - N. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (7/14)
 - O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

15. NOTICES: All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

ANTENNA AND RACK SPACE LEASE

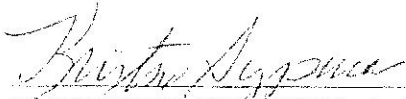
January 2016

OMB Control No. 2120-0595

Lease No. DTFACN-17-L-00125
ORD Moving Target Simulator (MTS)
Broadview, Illinois


TO THE LESSOR:
Mr. and Mrs. Phil Luciani
1725 Galloway Circle,
Inverness, IL 60010

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
Des Plaines, IL 60018



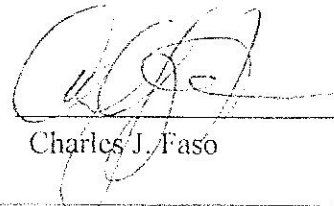
IN WITNESS WHEREOF, the parties hereto have signed their names.

MR. AND MRS. PHIL LUCIANI

BY 
Signature

OWNERS 7/25/17
Title Date

UNITED STATES OF AMERICA

BY 
Charles J. Faso

Real Estate Contracting Officer 8/25/17
Title Date

**U.S. Department of Transportation
Federal Aviation Administration**

SUPPLEMENT NUMBER 1

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. DTFACN-17-L-00125

DESCRIPTION or ADDRESS OF PREMISES:

Space at the 215 foot level of tower for a 36 inch diameter and associated electronic circuitry mounted behind it, which shall be related to the FAA 's activities in support of Air Traffic operations. Said tower is located at Latitude 41 °50'02"N and Longitude 87°5 t' 1 8"W, in Cook County, Illinois

THIS AGREEMENT, made and entered into this date by and between Phillip J. Luciani and Patricia A. Luciani, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, on August 25,2017 the parties entered into Lease DTFACN-17-L-00125 for the consideration and purpose more particularly stated in said lease; and

WHEREAS, the Government has an administrative requirement to change the assigned document number to 697DCM-19-L-70010, which does not impact the terms and conditions of this Lease; and

WHEREAS, the Government has received support document for a change in ownership to include a Release Deed (Document No. 1527241077) dated August 28, 2015, with attached Release of Mortgage, dated September 11, 2015, executed by STC Capital Bank for mortgage fully paid and satisfied by Phillip J. Luciani and Patricia A. Luciani; and

WHEREAS, all interest in the property has conveyed to Phillip J. and Patricia A. Luciani, and to receive the annual rental payment of \$4,600.00; and

WHEREAS, the Government is required to change the Lessor and amend the Consideration and Notice clauses accordingly

NOW THEREFORE, effective October 1, 2017, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

The Preamble section on page 1 and the Header sections of the remaining pages of the lease are hereby amended as follows; Delete Lease Number DTFACN-17-L-00125 and replace with Lease Number 697DCM-19-L-70010

A. To reflect the Lessor as Phillip J. Luciani and Patricia A. Luciani

B. Article 4 is amended and substitute for the following:

4. CONSIDERATION -

The Government shall pay the Lessor rent for the premises in the amount of \$4,600 per annum to Patricia A. Luciani during each Government fiscal year. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

Supplemental Agreement No.1
Lease No. DTFACN-17-L-00125
(ORD) MTS
Broadview, IL

C. Article 15 is amended and substitute for the following:

15. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

LESSOR:

Phillip J. Luciani and Patricia A. Luciani
1725 Galloway Circle
Inverness, IL 60010

GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

All other terms and conditions of the lease shall remain in full force and effect.

Lessor is not required to sign this document.

IN WITNESS WHEREOF, the parties subscribed their names and date.

UNITED STATES OF AMERICA



Demetra S. Johnson
Real Estate Contracting Officer

3-13-19
Date