

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">           SUPPLEMENTAL AGREEMENT  <b>NO. 23 (Modification 23)</b> </td> <td style="width: 40%;">           DATE <u>Nov. 3, 2010</u> </td> </tr> <tr> <td colspan="2">           TO LEASE NO.  <b>GS-07B-16746</b> </td> </tr> </table>	SUPPLEMENTAL AGREEMENT <b>NO. 23 (Modification 23)</b>	DATE <u>Nov. 3, 2010</u>	TO LEASE NO. <b>GS-07B-16746</b>	
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TO LEASE NO. <b>GS-07B-16746</b>					
Page 1 of 2					
ADDRESS OF PREMISES Building 1534 601 Davy Crockett Road San Antonio, TX 78226 - 1802					
<p>THIS AGREEMENT, made and entered into this date by and between <b>Port Authority of San Antonio</b></p> <p>Whose address is 907 Billy Mitchell Blvd.          San Antonio, TX 78226 - 1802</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease dated April 16, 2003.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease, is amended, effective <u>April 16, 2010</u>, as follows: the General Services Administration shall assume lease V797-P03-FDF3-0001 currently between the [REDACTED] and the Port Authority of San Antonio.</p> <p>The General Services Administration hereby assumes authority on behalf of the Government for lease V797-P03-FDF3-0001 previously under contract with the [REDACTED]. All terms and conditions of the lease remain unchanged with the exception of those changes specifically identified in this Supplemental Lease Agreement.</p> <p>Lease V797-P03-FDF3-0001 is hereby changed to lease number GS-07B-16746.</p> <p>The assumption of this lease by the General Services Administration shall be for the term beginning on April 16, 2010 through April 15, 2013.</p> <p>Paragraphs 1, 3 and 4 are amended as provided in the SLA. Paragraphs 9, 10, 11, 12, and 13 are added as provided in this SLA.</p> <p>1. The Lessor hereby subleases to the Government the following described premises:</p> <p>326,528 rentable square feet of warehouse space, which yields 326,528 ANSI/BOMA Office Area square feet of space located in Building 1534, 601 Davy Crockett Road, San Antonio, TX to be used for such purposes as determined by the General Services Administration. The common area factor is agreed to as 1.00.</p> <p>3. This lease is fully serviced.</p> <p><b>All other terms and conditions remain in full force and effect.</b></p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR <b>Port Authority of San Antonio</b></p> <p>BY <u>[Signature]</u> (Signature) <u>President &amp; CEO</u> (Title)</p> <p>IN PRESENCE OF <u>[Signature]</u> (Signature) <u>907 Billy Mitchell Blvd., San Antonio, TX 78226-1802</u> (Address)</p> <p>UNITED STATES OF AMERICA</p> <p>BY <u>[Signature]</u> (Signature) <b>CONTRACTING OFFICER</b>  <b>GENERAL SERVICES ADMINISTRATION</b>  <u>200 NW 4<sup>th</sup> Street, Room 4050 Oklahoma City, OK 73102</u> (Official Title)</p>					

4. The Government shall pay the Lessor monthly in arrears.

Effective April 16, 2010 – April 15, 2011 annual rent shall be \$1,407,371.00 at a rate of \$117,280.92 per month. The shell rent is \$897,952.00 per annum and the operating rent is \$509,419.00 per annum.

Effective April 16, 2011 – April 15, 2012 annual rent shall be \$1,422,653.57 at a rate of \$118,554.46 per month. The shell rent is \$897,952.00 per annum and the operating rent is \$524,701.57 per annum.

Effective April 16, 2012 – April 15, 2013 annual rent shall be \$1,438,394.62 at a rate of \$119,866.22 per month. The shell rent is \$897,952.00 per annum and the operating rent is \$540,442.62 per annum.

Rent for a lesser period shall be prorated. Rent shall be made via electronic funds transfer and made payable to: Port Authority of San Antonio, 907 Billy Mitchell Blvd, San Antonio, TX 78226 – 1802

9. The following documents are attached to this SLA and replace previous versions

- 1) Solicitation for Offers document, Sections 1 through 8
- 2) General Clauses, Acquisition of Leasehold Interests in Real Property - GSA Form 3517B (Rev. [11/05])
- 3) Representations and Certifications - GSA Form 3518 (Rev. [01/07])

10. All questions pertaining to the lease shall be referred to the Contracting Officer of the General Services Administration or their designee. The tenant agency is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or their designee.

11. This lease is not subject to CPI or Real Estate tax adjustments.

12. This lease consists of this SLA and attachments, the Standard Form 2, dated April 16, 2003, and modifications 1-22.

13. There is no charge for overtime HVAC.

14. ~~Based on a Fire/Life Safety review, the following modifications are needed to meet the SFO requirement for fire egress and "common path of travel" travel distance requirements:~~

~~Add a 3 foot wide personnel door with associated ramp to the opposite side of the building in mid wall for each bay and two doors where there aren't any.~~

~~That would be a total of six (6) doors; two (2) for Bay "A"; one (1) for Bay "B"; one (1) for Bay "C"; and two (2) for Bay "D".~~

~~This work is required to be completed and inspected by GSA within ninety (90) calendar days of full execution of this SLA by the Government.~~

Initials:  &   
Lessor Govt

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