

LEASE NO. GS-07P-LTX00122

Warehouse Lease
GSA FORM L201WH (09/15)

This Lease is made and entered into between

Port Authority San Antonio

(Lessor), whose principal place of business is 907 Billy Mitchell Blvd., San Antonio, TX 78226, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Building 1534, 601 Davy Crockett, San Antonio, TX 78226

and more fully described in Section 1 and Exhibit A - Legal Description, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be October 1, 2016. along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Name: Rolando C. Mowser

Title: CEO

Entity Name: Port San Antonio

Date: 12-22-2016

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Kristine Deltoro

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 1/18/17

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: LeAnne L Berneth

Title: Sr Property Manager

Date: 12/22/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

B. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 80 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.
- (5) The Government accepts all parking elements in as-is condition.

C. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

D. Antennas, Satellite Dishes, and Related Transmission Devices:

- (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
- (2) the right to access the roof of the Building, and
- (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

E. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius of 27 feet shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of 390,000 ABOA SF must have a clear ceiling height of 35 feet, measured from floor to the lowest obstruction. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)

The following minimum requirements apply to this Lease:

Bay Width: 200' (the distance from one side of the bay to the other side of the bay in linear feet and inches)
Bay Depth: 400' (the distance from the front of the bay to the back of the bay in linear feet and inches)
Column Spacing: Columns shall be 30' linear feet apart from one another

1.06 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	FIRM TERM YRS. 1-5	NON FIRM TERM YRS. 6-10	NON FIRM TERM YRS. 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$2,013,760.00	\$2,277,660.00	\$2,574,040.00
TENANT IMPROVEMENTS RENT	\$ 0.00	\$0.00	\$0.00
OPERATING COSTS	\$489,526.00	\$489,526.00	\$489,526.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,503,286.00	\$2,767,186.00	\$3,063,566.00

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 406,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.07 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than sixty (60) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.09 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION		A
FLOOR PLAN AND PARKING PLAN	1	B AND C
SITE PLANS	1	D
SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL 2	5	E
GSA FORM 3517B GENERAL CLAUSES	46	F
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	G
SMALL BUSINESS SUBCONTRACTING PLAN	17	H

LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. 1	1	1
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1.11 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011) INTENTIONALLY DELETED~~

1.12 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED~~

1.13 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED~~

1.14 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED~~

1.15 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED~~

1.16 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)~~

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 83.54 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 406,000 RSF by the total Building space of 486,000 RSF.

1.17 ~~REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED~~

1.18 ~~OPERATING COST BASE (SEP 2013)~~

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$1.21* per RSF (\$489,526.00/annum).

* Represents a rounded number

1.19 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)~~

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.21* per ABOA SF of Space vacated by the Government.

* Represents a rounded number, amount shall be reduced by the full base operating rent. See paragraph 1.18 Operating Cost Base (SEP 2013) for total.

1.20 ~~HOURLY OVERTIME HVAC RATES (AUG 2011)~~

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- \$65.00 per hour per bay.

1.21 ~~24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED~~

1.22 ~~BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED~~

1.23 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012)~~

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.