

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT ADDRESS OF PREMISES SAN ANTONIO INTERNATIONAL AIRPORT 9800 AIRPORT BLVD SAN ANTONIO, TX 78216-4888	TO LEASE NO. GS-07P-LTX17425 PDN Number: PS <u>07-201-05</u>

THIS AGREEMENT, made and entered into this date by and between

CITY OF SAN ANTONIO

whose address is: 9800 AIRPORT BLVD.
SAN ANTONIO, TX 78216-4888

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution, as follows:

- 1.) To accept the tenant improvements as substantially complete; and
- 2.) To establish the commencement date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the operating cost base; and
- 6.) To establish the common area factor; and
- 7.) To establish termination rights; and
- 8.) To establish the parking assigned to the lease; and
- 9.) To incorporate documents as part of the lease; and
- 10.) To provide for the payment of the tenant improvements; and
- 11.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 3 pages and Exhibits as described below.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

[Redacted Signature]

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: _____
 Title: _____
 Date: _____

- 1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on September 1, 2015. The Lessor and the Government agree that the requirements based on drawings dated May 22, 2015 and the work proposal specifically identified in Exhibit A of this lease amendment, have not been completed. The Lessor is required to complete the build-out by no later than December 1, 2015. Within 7 calendar days of the completion date, the Lessor must coordinate an inspection with the Lease Contracting Officer to ensure the work has been completed. No extensions will be granted.
- 2.) The Commencement Date of the rental shall be September 1, 2015 and shall expire on August 31, 2020, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 7,244 Rentable Square Feet (RSF) yielding 7,244 ANSI/BOMA Office Area (ABOA) as depicted as depicted on the floor plan(s) attached to the Lease.
- 4.) The Government shall pay the Lessor annual rent as follows:

From September 1, 2015 through August 31, 2016, the total annual rental shall be \$656,515.60 at the rate of \$54,709.63 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$163,974.91, annual Operating Costs of \$487,260.69 and Parking Costs of \$5,280.00. There shall be no annual Operating Cost Adjustments.

From September 1, 2016 through August 31, 2017, the total annual rental shall be \$676,074.40 at the rate of \$56,339.53 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$168,915.89, annual Operating Costs of \$501,878.51 and Parking Costs of \$5,280.00. There shall be no annual Operating Cost Adjustments.

From September 1, 2017 through August 31, 2018, the total annual rental shall be \$696,212.72 at the rate of \$58,017.73 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$173,997.85, annual Operating Costs of \$516,934.87 and Parking Costs of \$5,280.00. There shall be no annual Operating Cost Adjustments.

From September 1, 2018 through August 31, 2019, the total annual rental shall be \$716,930.56 at the rate of \$59,744.21 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$179,207.65, annual Operating Costs of \$532,442.91 and Parking Costs of \$5,280.00. There shall be no annual Operating Cost Adjustments.

From September 1, 2019 through August 31, 2020, the total annual rental shall be \$738,300.36 at the rate of \$61,525.03 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$184,604.16, annual Operating Costs of \$548,416.20 and Parking Costs of \$5,280.00. There shall be no annual Operating Cost Adjustments.
- 5.) The operating cost base shall be \$487,260.69 (7,244 RSF X \$67.26). There shall be no annual Operating Cost Adjustments.
- 6.) The common area factor shall be zero (0) (7,244 RSF/7,244 ABOA).
- 7.) The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with ninety (90) days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [REDACTED] screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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.
- 8.) This lease includes eight (8) surface/outside parking spaces reserved for the exclusive use of the Government by means of a parking lot [REDACTED]

INITIALS: FLM & _____
LESSOR GOVT

9.) The following documents are attached to and made part of the lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
Agency Special Requirements	17	A
GSA Form 3517B, General Clauses	16	B
GSA Form 3518, Representations and Certifications	10	C

10.) The total cost of the Tenant Improvements is \$163,060.06. Upon completion of the Tenant Improvements, on or before December 1, 2015, the Lessor and the Government agree that a lump-sum payment for the total Tenant Improvement cost shall be made in the amount of \$163,060.06.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS 0032005** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/finance/procurement>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Lindsay Killian
819 Taylor Street, Room 11B
Fort Worth, TX 76102

11.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: FKO & _____
LESSOR GOVT