

LEASE NO. GS-07P-LTX17409

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

Lessor's Name UIRC-GSA Cotulla, TX., LLC.
(Lessor), whose principal place of business is 15700 West 103rd. Street, Suite 100, Lemont, Illinois 60439-9610 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.

Witnessed: 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

3423 IH 35 North, Cotulla, Texas 78014-9998 and more fully described in Section 1 and Exhibit A, 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 either upon June 30, 2015 and continuing for a period of 12 Years Lease Term, 12 Years Firm Term. No termination notification required due to no soft term.

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.



Name: Edward Kutledge
Partner
Title: UIRC-GSA Cotulla,
LLC

Date: 6/3/15



Name: _____
Title: Senior Analyst
Date: 6/3/15

FOR THE

Don W. Day
Lease Contracting Officer
General Services Administration, Public Buildings Service
TX. 819 Taylor St. Room 11B, Ft. Worth, Texas 76102-8118

Date: 6/4/2015

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 19,981 rentable square feet (RSF), yielding 18,535 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st. floor and as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.08 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 74 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 11 shall be covered canopies outside parking spaces, and 63 shall be open surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. 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.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	FIRM TERM
	ANNUAL RENT -- YEARS 1-12
SHELL RENT ¹	\$459,762.81
OPERATING COST ²	\$105,499.68
TOTAL ANNUAL RENT	\$565,262.49

¹Shell rent: (Firm Term) calculation, years 1-12, \$23.01 per RSF multiplied by 19,981 RSF.

² Operating Costs rent calculation: \$5.28 per RSF multiplied by 19,981RSF, [Standard for normal business hours (10 hour/weekday)].

B. 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.

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

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

- The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. 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, on site parking, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011) INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

This Lease may be renewed at the option of the Government for a term of XX YEARS at the following rental rate(s):

	OPTION TERM, YEARS	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	NA	NA
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least XX days before the end original of the Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
LEGAL DESCRIPTION, SITE PLAN AND SURVEY	3	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
SECURITY REQUIREMENTS	8	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013) INTENTIONALLY DELETED

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

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

1.11 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 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,981 RSF by the total Building space of 19,981 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

1.13 OPERATING COST BASE (SEP 2013) - MODIFIED PARAGRAPH 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 \$5.28 PER RSF (\$105,499.68 /ANNUM). THE ABOVE STANDARD OPERATING COST AND THE ABOVE STANDARD OVER TIME HVAC COST, IS NOT INCLUDED IN THE OPERATING COST BASE, REFERENCED ABOVE AND IS NOT SUBJECT TO A CONSUMER PRICE INDEX ADJUSTMENT, HOWEVER, PAYABLE IN MONTHLY INSTALLMENTS IN ARREARS BY LUMP SUM PAYMENT, AS DEPICTED IN THE LEASE PARAGRAPHS 1.15 -- ABOVE STANDARD OPERATING RATES - MODIFIED PARAGRAPH AND 1.16- ABOVE STANDARD OVERTIME HVAC RATES - MODIFIED PARAGRAPH.

1.14 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 \$9.34 per ABOA SF of Space vacated by the Government.

1.15 ABOVE STANDARD OPERATING COSTS (APR 2015) - MODIFIED PARAGRAPH

The following costs shall apply in the application of the paragraph titled Above Standard Operating Costs:

Above Standard Operating Costs calculation: \$81,122.86 per annum (19,981 RSF) Above Standard Operating Costs Is for hours above the 10 hour/weekday (normal hours).

1. The above standard operating costs inclusive of cleaning, janitorial and or char services, electricity, power for special equipment, plumbing, water (for all purposes), including sewer and refuse collection charges.
2. Additional the above standard operating costs are NOT subject to a Consumer Price Index adjustment, however, is payable in monthly installments in arrears by lump sum payment by invoicing the Government on a monthly basis.
3. The Total above standard services [Above Standard Operating Costs] includes all the lessor's fees for general administrative costs, profit and any and all other fees associated with the delivery of services and utilities.

1.16 ABOVE STANDARD OVERTIME HVAC COSTS (APR 2015) - MODIFIED PARAGRAPH

The following Costs shall apply:

- 1. The following costs shall apply in the application of the paragraph titled Above Standard Overtime HVAC Costs :
• Above Standard Overtime HVAC Costs calculation: [\$193,460.55 per annum for the entire space (19,981 RSF)]. Above Standard Overtime HVAC Costs Is for hours above the 10 hour/weekday (normal hours).
- 2. The above standard overtime Heating, Ventilation, and Air Conditioning - HVAC costs, inclusive of heating, ventilation and conditioning, utilities, HVAC maintenance and electricity. Additional the above standard overtime HVAC costs are NOT subject to a Consumer Price Index adjustment, however, is payable in monthly installments in arrears by lump sum payment by invoicing the Government on a monthly basis.
- 3. The Total above standard services [Above Standard Overtime HVAC costs] includes all the lessor's fees for general administrative costs, profit and any and all other fees associated with the delivery of services and utilities.

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements prior to acceptance of the Space:

Upgrades- Per paragraph 3.13 Energy Independence and Security Act (Dec 2011).