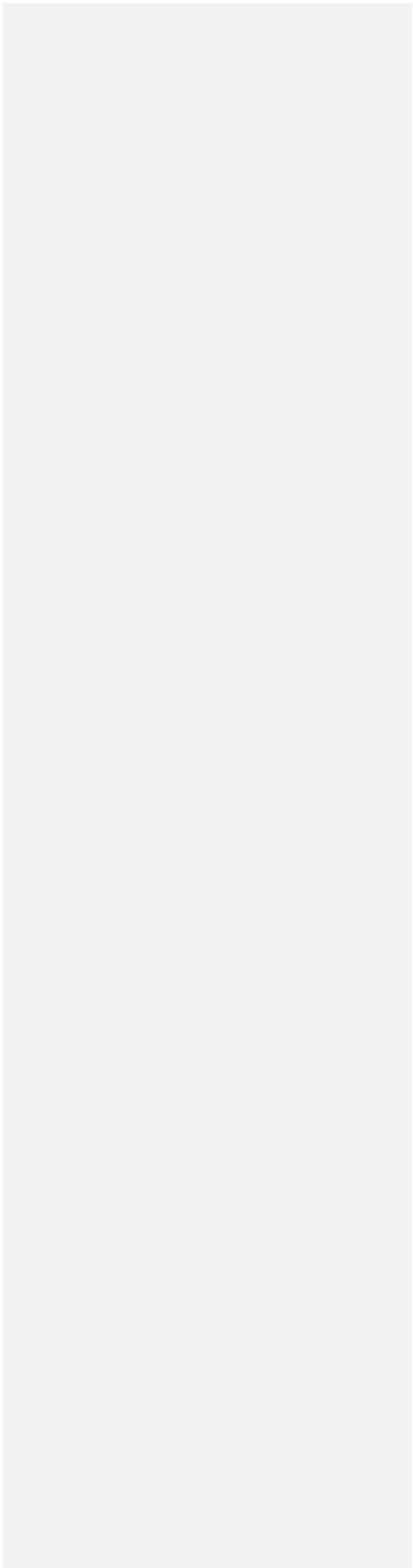


Exhibit A
San Antonio International Airport



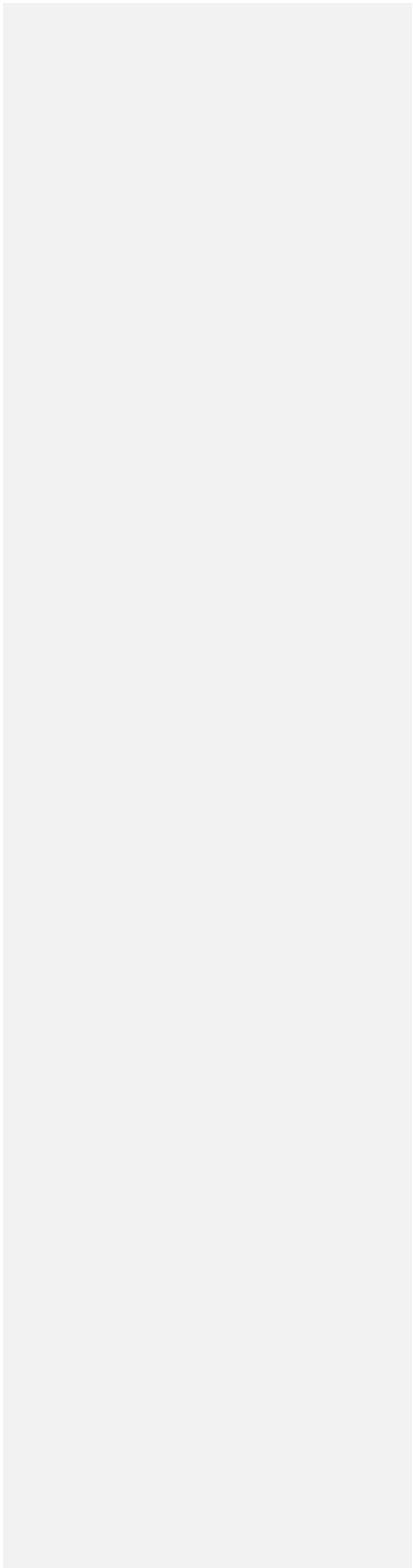


TERMINAL BUILDINGS

FUTURE CONRAC

EXHIBIT A

Exhibit B
Tenant Design Manual



San Antonio International Airport - Consolidated Rental Car Facility

Tenant Design Criteria Manual



May 19, 2015

DRAFT

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References

SAN ANTONIO INTERNATIONAL AIRPORT DESIGN, RENOVATION & CONSTRUCTION PROCEDURES

SAN ANTONIO INTERNATIONAL AIRPORT SUSTAINABILITY GUIDELINES

CONSOLIDATED RENTAL CAR FACILITY LEASE AND LICENSE/CONCESSION AGREEMENT AT SAN ANTONIO INTERNATIONAL AIRPORT

SECTION ONE

1.0 Introduction

The purpose of this Program Criteria Document (Tenant Design + Construction Guidelines) is to establish standards for the Rental Car Operators to design and construct improvements to their lease premises within the San Antonio International Airport – Consolidated Rental Car Facility and to outline the Tenant Improvement submittal and approval processes.

This document covers the following project components:

1. Rental Car Customer Service Building (“CSB”)
2. Rental Car Ready/Return Garage (“Garage”)
3. Rental Car Quick Turn Around Area (“QTA”)
4. QTA Support Building
5. Public Parking Facility (“PPG”)
6. Service Yard

It is intended that this Document will be read in conjunction with the Project drawings and specifications prepared by the Project Design Team and the documents referenced in Section 3.1 herein. In the event of any inconsistencies or ambiguities between this Document and any other document, the Airport shall be the sole interpreter of the documents. Decision by the Airport or their authorized designee shall be final.

1.1 Definitions

- ADA - The Americans with Disabilities Act as enacted as Federal Law.
- Airport – The term as used in this document means the same as Owner, which is the San Antonio International Airport, or the Owner’s authorized representative.
- Approval - Words such as "approve", "approved", "approval", and words of similar import shall mean that approval of the Airport, or similar jurisdictional body, is intended unless stated otherwise. Approval shall always be in writing.
- Base Building (“BB”) – Includes all improvements that shall be designed, funded and constructed outside of the Tenant Exclusive Use Areas: Site Development, Customer Service Building, QTA and the Garage.
- Base Building Design Team (“BBDT”) – Design Team comprised of multi-disciplined architects and engineers who shall design the Base Building project components. The Prime Architect leading the BBDT is TranSystems.
- Base Building Construction Manager (“BBCM”) – Construction Manager shall be responsible to coordinate the construction of all Base Building project components: Site Development, Customer Service Center, QTA and the Garage. The BBCM is Turner Construction.

- Booth – Also referred to as Customer Service Booth, Kiosk or Building, a free standing, self-contained, fire rated service facility which are located within the Rental Car Ready/Return or Public Parking areas of the Garage, within the limits set forth by the Project. Booths are intended to house equipment and persons to assist the public parking or rental car operations or customers within the Project. Booths may be installed by the Airport as part of the Base Building or may be installed by Tenants as a Tenant Improvement.
- By Others - Wherever the phrase "by others", or similar phrases occur, the intent is to mean that the mentioned or involved portion of the work, or described operation for the work, so identified; is NOT performed or provided by the Airport.
- Commencement Date (Date of Beneficial Occupancy) – Means that date as defined in the Consolidated Rental Car Facility Lease and License/Concession Agreement.
- Common Area Space – Areas within the facility that are not leased to an individual tenant, and may be used in common with other tenants, the public or the Airport.
- Construction Documents – The design drawing, specifications, shop drawings and other documents provided by the Airport and prepared by TranSystems, their sub-consultants or others authorized by the Airport to provide same.
- Customer Service Building ("CSB") - The Customer Service Building located on level four (4) of the facility, including the customer service lobby, customer service amenities, rental car operator customer service counters, rental car customer service back office areas, concession areas, and pedestrian circulation areas.
- Demising Line - The line of demarcation separating the leased area of one Tenant(s) from other Tenants or Common Area Spaces.
- Exclusive Use Areas ("EUA") - Areas within the Project exclusively leased to one Tenant for its use and enjoyment. This includes, but may not be limited to, areas within the Customer Service Building, Rental Car Garage, QTA, overflow parking areas and as indicated in this document and in the Consolidated Rental Car Facility Lease and License/Concession Agreement.
- Existing Conditions – As used herein, refers to the conditions existing at the time of the completion of the Base Building improvements by the Airport.
- Furniture, Fixtures, and Equipment ("FF&E") – Tenant's proprietary furnishings, trade fixtures, proprietary equipment/systems and personal property which are not permanently affixed, and can be removed without damage to the premises.
- Guarantee/Warranty - No distinction between the meaning of the words "guarantee" and "warranty" or their derivative word forms is intended or implied by any Document of this Contract. These words are used interchangeably. Guarantee and Warranty refer to "performance of the work" and are commonly associated with time. The Base Building Warranty is one (1) year.
- Rental Car and Public Parking Facility ("Facility") – Means the seven (7) level structure at the San Antonio International Airport housing public parking on Levels one (1) and two (2); a rental car Customer Service Building on Level four (4); rental car operational areas on Levels three (3), five (5), six (6) and seven (7); the adjacent three (3) level QTA, with vehicle fuel, wash and maintenance facilities; and the QTA support building and service yard at Level one (1). The Facility also includes miscellaneous building and rental car operational support areas

and facilities, loading dock and trash collection areas, a remote fuel tank storage facility and a fuel piping and distribution system.

- Lease – Refers to the **Consolidated Rental Car Facility Lease and License/Concession Agreement** at San Antonio International Airport, between the Airport and the Tenants. If any conflicts exist between the Lease and this document, the Lease shall prevail.
- Leased Space – Areas that are leased to a Tenant individually or to tenants collectively.
- Perform - The word "perform" shall mean that the Contractor, at Contractor's expense, shall perform all the operations necessary to complete the work or the mentioned portions of the work, including furnishing and installing of materials as indicated, specified, or required to complete such performance.
- Product - Any or all materials, systems, and equipment incorporated or to be incorporated into the Project or any Tenant Improvement.
- Program Criteria Document - This document, which defines and governs the design and construction of the Project by the Airport and the Tenant Improvements by the Tenants.
- Project - Includes all improvements, finishes, systems and equipment designed, funded, constructed or installed by the Airport, the BBDT, the BBCM or others designated by the Airport. The Project shall include the Customer Service Building, Rental Car Garage, Quick Turn Around Areas, vehicle circulation ramps, and other support areas, building systems and operational systems specified by the Airport. Also referred to as Base Building ("BB").
- Project Funds – Funds provided by the Airport or others for the design, construction and improvement of the Project.
- Provide - The word "provide" shall mean that the Tenant Contractor, at Tenant Contractor's expense, shall furnish and install the work or mentioned portion of the work, complete in place and ready for the intended use. This definition applies the same to future, present, and past tenses except "provided" may mean "contingent upon" where such is the context.
- Quick Turn Around Area ("QTA") – A three (3) level facility housing individual rental car fuel, wash, maintenance and administrative areas. The QTA also includes ground level support functions including a loading dock and trash receptacles, and also includes a vehicle fuel storage facility and distribution system. The majority of the improvements and systems constructed and installed in the QTA are provided by the Airport and included in the definition of the Project. Portions of the QTA improvements and systems are Tenant Improvements provided by Tenant at Tenant's cost.
- Rental Car Garage ("Garage") - Includes the areas located on levels three, five, six and seven of the Project, which house customer service kiosks, ready and return stalls, vehicle circulation areas, exit kiosks and vehicle security systems. The Rental Car Garage contains both leased and common space.
- Schedule of Improvements – A schedule outlining items provided by the Airport as part of the Project and supplied by Tenant as a Tenant Improvement. Reference attached Exhibit A - Schedule of Improvements.
- Submit – The words "submit", "submittal", "submission" and other similar terms shall include the meaning of the phrase transmitted to the Airport, or their designee, for approval unless otherwise stated.

- Tenant – Means an entity that has executed a Consolidated Rental Car Facility Lease and License/Concession Agreement for the Facility.
- Tenant Access Date – Means that date as defined in the Consolidated Rental Car Facility Lease and License/Concession Agreement.
- Tenant Contractor - The general contractor and sub-contractors engaged by Tenant and responsible for construction and/or installation of Tenant Improvements.
- Tenant Construction Manager ("Tenant CM") - Construction Managers selected and employed by the Tenants, either individually or collectively to oversee and manage the construction of Tenant Improvements by the tenant selected contractors.
- Tenant Design Team - Architectural and engineering firms engaged by the Tenant to design Tenant Improvements at their request.
- Tenant Improvements – Improvements, fixtures, equipment and systems to Tenant's Leased Space within the Project that are not provided by the Airport and are not paid with project funds. Tenant Improvements require review and approval by the Airport prior to installation, unless specifically exempted.
- Tenant Project Manager - As used in this document means Tenant's authorized representative for the management of Tenant Improvements within the Facility.
- Tenant Representative – As used in this document means the Airport and Tenant(s) authorized technical representative for the management of Tenant issues and concerns during the Schematic Design through Construction phases.

1.2 Project Delivery Approach

The following has been adopted as the procedure by which the Project shall be designed and constructed.

The Airport has selected a comprehensive BBDT, led by TranSystems, which includes architects, engineers, and specialist sub-consultants. The Airport has also selected one entity to provide BBCM services. The BBCM selected is Turner Construction.

The Airport, through its BBDT and BBCM is responsible for the design and construction of the Project BB areas as defined in this document, the Schedule of Improvements (Exhibit A), the Lease, the Construction Documents, including the construction drawings and specifications, and such other documents, codes, regulations and requirements as may be applicable.

Tenants shall design, construct and install various improvements, trade fixtures, furnishings and equipment to conduct a rental car business within their respective lease premises. Collectively, these shall be deemed Tenant Improvements. Tenants shall engage the services of architects, engineers, contractors, suppliers and vendors to perform their Tenant Improvements. The selection of Tenant's design team, contractors, vendors and suppliers must conform to the rules, regulations, ordinances, licensing and other requirements of the Airport, County of Bexar, State of Texas and other regulatory bodies.

The process for constructing or installing Tenant Improvements shall require that each element or component be submitted to the Airport, or the Airport's designee, for the Airport's review and approval before construction or installation by Tenant or Tenant's Contractors or vendors.

Following the Airport's review and approval, the Tenant Improvements may be submitted to the City of San Antonio's Development Services Department for Permitting.

1.3 Schedule

It is essential that the Facility, including any and all Tenant Improvements, be completed and operational pursuant to the terms of the Lease. Therefore each Tenant shall be required to meet certain critical milestone dates for the submission of comments to BBDT drawings, BBCM Requests for Information, submission of Tenant Improvement drawings and specifications, and completion of its design and construction. Guidelines for schedule compliance are listed in the following sections.

SECTION TWO

2.0 Project Scope and Definition

The following describes the general scope and definition of the design and construction activities to be performed by the Airport, the BBDT and the BBCM that are included within the definition of the Project. The main components of the building structure and systems (mechanical, plumbing, fire protection, electrical, communications, data and emergency response) will be “roughed-in” as part of the BB construction. Tenants should also consult the Consolidated Rental Car Facility Lease and License/Concession Agreement, Project design drawings and specifications, and the Schedule of Improvements (Exhibit A) for further detail on the definition or clarification of the improvements to be provided by the Airport as part of the Project. Improvements, systems, furniture, trade fixtures or other items desired by Tenant, and not included within the scope and definition of the Project, are deemed to be Tenant Improvements and shall be provided, installed or supplied by the Tenant, at Tenant cost.

2.1 Project Scope

As part of the Project BB scope, the Airport will provide a certain level of finish to the Tenant occupied lease space. Items included in the Project BB construction, the common areas improvements or the tenant finishes provided by the Airport are deemed to be included in the Project, and will be funded from Project Funds. The scope and definition of project costs are set forth in the Lease. Design services, improvements, fixtures and other items not included in the Project Costs are deemed to be Tenant Improvements as outlined in Exhibit A and will be paid for by the Tenant user.

2.2 Customer Service Center

2.2.1 Introduction

Tenants shall lease space within the CSB to conduct their vehicle rental and other customer service transactions. The layout of this leased area(s) shall include, but is not limited to; customer counters, queuing space and support offices. All customer operations and any other activity shall be contained within the physical boundaries of the leased area. All improvements, signage, furnishings, etc. shall be contained within the limits of the leased area. However, the Airport may permit the installation of free standing, self-service rental kiosks in the CSB lobby, subject to such locations, conditions and requirements as the Airport may determine in its sole discretion. Reference attached Exhibit B – Customer Service Building Plan.

All portions of the CSB shall be declared “Non-Smoking”. There shall be no designated smoking areas within any portion of the CSB, inclusive of vertical circulation cores.

2.2.2 Customer Service Lobby

A. Customer Service

i) Counters

A continuous counter shell, extending the full length of the Rental Car customer service area, is being provided as part of the BB work. Conduit for carrying power, telecom and data lines to each counter position from the tenant communications rooms is also being provided as part of the BB work. The cabling will be run in that conduit as part of the Tenant Improvement work.

Tenant shall provide counter inserts of its own design to house its customer service equipment, computer, printers, work surface, trash receptacles, supplies, and other items necessary for its customer transactions. Tenant shall supply the necessary equipment, systems, trade fixtures and other items to conduct its counter business. Tenant's counter inserts, data and communications systems, and equipment are Tenant Improvements supplied at Tenant cost.

ii) Queue Area

A 19" (foot) deep area extending from the face of the customer service counter out into the lobby will be a dedicated common use area available for queuing. Each tenant shall be allowed to place stanchions in front of their counters and within the counter lease line. The stanchions shall be provided by the tenant. The stanchions shall comply with CDA standards.

B. Tenant Back Wall Signs and Corporate Identity Program

Tenant shall install corporate brand identification back wall treatment and signage designed in a manner compatible with, and complementary to, adjacent and facing walls and fasciae within the overall design concept of the CSB. Dynamic signage may be installed on the back wall only, may not protrude from the wall surface greater than twelve inches (12"), must meet all applicable ADA and code requirements, may not emit sounds or noises, and both the dynamic signage (i.e.: monitor, screen, etc.) and the message(s) to be conveyed are subject to prior approval by the Airport or their designee. Electrical connections are provided by Airport and are located as noted in the construction documents. Elements that generate excessive heat and add significantly to the loads in the conditioned spaces of the Project will not be allowed.

All back wall treatments, graphics and signage are considered Tenant Improvements.

Tenants are encouraged to use their brand specific corporate standard colors and designs. Tenant's back wall signage should be of a size that is graphically pleasing, of a scale consistent with Tenant's back wall area, and must fit within the Tenant's demising lines. Tenant must submit their proposed signage concepts, colors, finishes and materials to the Airport for prior written approval before fabrication and installation. Signs may be illuminated or non-illuminated. Dimensions for back wall signage will be set, with a drawing describing the limitations provided in the BB construction documents.

C. Sign Criteria

All signs shall comply with applicable codes regarding materials, electrical connections, and general construction and must bear the UL label and have valid sign permits. All permits shall be the responsibility of the Tenant.

Lighted signs are to remain on at all times. Signs shall be externally illuminated, back illuminated or internally illuminated. Backlit components must be contained wholly within the depths of letters and forms. Maximum brightness may not exceed one hundred foot lamberts and is subject to Airport approval. When internally illuminated letters and forms are used they must be dimensional, with returns. Hums, flickers and light leaks are not permitted.

Attachment devices, bolts, clops threaded rods, fasteners, tubes, raceways, conduit and other mechanisms are to be concealed from public view. There shall be no visible labels and/or codes permitted on the completed signs, except for the UL label. Final letter and form dimensions shall be approved by the Airport.

The Airport reserves the right to reject any sign design, installation or portions thereof visible to the viewing public if, in the sole opinion of the Airport, it is deemed unacceptable workmanship or lacking in craftsmanship. The Airport will base its “premium quality” determination upon aesthetic guidelines discussed throughout this criteria and specifically on the following:

- All forms shall be crisp, precise, free of nicks, ragged edges and discontinuous or deformed curves. Signs shall have smooth, even, level panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus-or-minus 0.0625”, measured diagonally. No gaps, light leaks, waviness or oil canning of surfaces will be acceptable. Joints and seams shall be filled, ground and finished flat and smooth without distortion, pitting or other blemishes. Seams shall be invisible after final primer and finish has been applied. Spot welded joints shall not be visible on exterior of signs after final finish has been applied.
- All cutting and routing shall be executed in such a manner that all edges and corners of finished forms are true and clean.
- Paint, sealants and finishes shall not, within 5 years, develop excessive fading or non-uniformity of color or shade, and will not crack, peel, pit, corrode or otherwise fail as a result of defects in material or workmanship. Defects shall not be discernible from a distance of 10’ (3m), resulting from the natural elements in the atmosphere at the project site.
- Sign assemblies and components shall be completely fabricated at the factor before delivery to the facility. All finishing and applications are to be completed in the sign contractors fabricating facility. No site application or finishing will be permitted except for touch up work.
- Signs shall be set plumb, level and true as measured from established reference points and from other signs already in place.
- All installed signs shall be cleaned and free of soil, grease or other foreign matter prior to the Tenants Sign Contractor leaving the site.

The Airport recommends that as part of the agreement between the Tenant and the Tenant Sign Fabrication Contractor that the contractor’s installers shall agree to repair or replace work which has failed as a result of defects in workmanship, materials or installation. In addition, the Tenant shall be responsible to replace signs which have over time deteriorated below the minimum standards requirement.

The Tenant is responsible for all signs, permits, power sources, connections and installations. The Tenant is also responsible for all sign designs, workmanship, coordination, permits, power sources, connections and installations. All sign work for tenancy will be done solely at Tenant’s expense.

Prior to fabrication of any sign, Tenant shall submit signage shop drawings to the Airport for review and approval. Drawings shall illustrate complete information for airport to understand the sign design and appearance. Submitted drawings shall provide the following:

- Type and size of all lettering and other sign elements in scale.
- Dimensioned overall elevation of sign in context.
- Sections and details through sign and mounting method(s).

- Materials, color swatches and specifications, fabrication technique and illumination.

Airport approval of sign shop drawing submittal is required prior to fabrication or installation. Signs that have not been approved by the Airport but installed by the Tenant may be removed by the Airport at the Tenant's expense.

D. Tenant Back Door Sign

The BB will provide one (1) identification sign adjacent to each door entering each Tenant's EUA for the sole purpose of identifying the staff entrance into the Tenant's lease area. The sign shall contain the corporate name only and placement is to be contiguous with leased Tenant space.

E. Directional Sign Elements

The Airport will provide all necessary way finding and code required signs within the facility common areas and for vehicular approach to the facility areas. Tenants shall provide current corporate identity graphic standards, including corporate colors and dimensions, in vector file format (EPS or AI), along with any pertinent usage specifications to the Airport for its use in providing these direction signs. The Airport will apply Tenant identification as required and appropriate for facility way finding. The Tenant shall provide corporate identity graphic information with their 30% Schematic Design Submittal.

2.2.3 Tenant Back Office

A. Demising Partitions and Interior Walls

The BB will provide demising partitions, between individual tenants, between tenants and common use areas in the CSB and between tenants and the Ready/Return Garage. The BB will furnish and install the metal wall studs, insulation and the required wall finish on the public/common use side of the wall. Installation, taping, sanding and finishing of the drywall gypsum board on the tenant side of the demising walls will be the responsibility of each individual tenant.

Any modifications to Airport installed demising walls or interior partitions performed by Tenant shall meet the same standards as Airport's CSB building standards and shall be Tenant's cost. Any such Tenant Improvements shall also require the Airport's prior written approval.

Interior Tenant partitions, when not required to be a fire-rated partition or include a plumbing chase, may terminate at the suspended ceiling, unless otherwise required by Code. Demising walls shall go to the underside of the structure and shall be insulated.

B. Floor Loading

Tenant and Tenant's design and construction team shall refer to the design documents, drawings and specifications for permissible floor loading in each area of the CSB, Garage and QTA. See Exhibit L – Reinforced Structural Zones. Tenant shall meet any special requirements for floor loading above certain limits for areas of heavy floor loading, such as areas of dense filing, heavy equipment, libraries, etc., as such requirements are determined by the Airport following its review of the Tenant Improvement submittals and written approval thereof. The structural impact to the affected area shall be verified by Tenant's structural engineer with required calculations and structural plans and details, and shall be coordinated with the Tenant Improvement Plans prior to submittal to the Airport for review.

C. Attachment to Structure

All elements of the Tenant's proposed Tenant Improvements, which are to be suspended from the structure within the leased premises or affixed to a building wall, floor, or roof, shall be detailed, (including method(s) of attachment and load calculations), in the Tenant Improvement Plans, submitted to the Airport for prior written approval. Installations shall not, in any way, impede the maintenance of the building or building systems.

D. Floor/Roof/Wall Penetrations

Penetrations of any floor, wall or structural element shall require the prior written approval of the Airport. Such penetrations shall be kept to a minimum. Penetrations shall be located to eliminate the possibility of compromising the structural integrity of the floor, roof or wall. Expansion bolts require x-ray at Tenant expense and prior approval of the Airport to ensure that structural integrity is not degraded. The installer shall be fully responsible for the repair or replacement of structural concrete and reinforcing that may be compromised as a result of installing the Tenant Improvements. Refer to Article XX of the Lease. In addition, Tenant shall be responsible for the monetary value of any lost use of space realized as a result of damage to the structure.

Tenant's Contractor shall coordinate all penetrations in the field with existing and supplemental structural members, HVAC and electrical systems. All floor, roof or wall openings shall be properly fire-safed to comply with the floor, roof or wall's fire ratings; and all systems, installations or equipment using the penetration shall possess the requisite fire ratings and/or protective coatings.

E. Hardware

If Tenant requires electronically switched security or lock systems, such shall be installed as a Tenant Improvement. Tenant shall submit the necessary Tenant Improvement Plans for the Airport's prior written approval. Installation and operation of the electronic hardware shall be coordinated with the Airport's facilities security system.

All door hardware shall meet the requirements of the Americans with Disabilities Act (ADA) and current Building Code. All hardware shall match the BB finish, shall be a commercial grade keyway, and shall be keyed so that the Airport can obtain emergency access to the Tenant space.

F. Break Room Plumbing, Power and Millwork

If a Tenant constructs an exclusive use Break Room within its exclusive lease area, the Tenant shall provide fixtures, branch cold water, waste and vent piping to the nearest Tenant cap. Power for electric hot water heaters shall be included as part of the power allowance assigned to the Tenant. The Tenant is responsible for costs of removal of Break Room plumbing fixtures, repair of concrete floor and replacement of interior walls and finishes upon termination of the Lease. Location and use of Break Rooms shall not adversely impact adjacent Tenant(s). CSB Break Rooms shall be located along the Southwest edge of the Back Office zone, as designated on the BB drawings. Break Rooms shall be properly insulated, ventilated and sound proofed so as not to disturb adjacent Tenants and customers. Break Rooms shall be negatively pressurized by the Tenant provided connection to Tenant exhaust fans.

Tenant installed millwork shall comply with American Woodworking Institute (AWI, Custom Grade Specification). Tenant shall include any Tenant installed millwork in its Tenant Improvement Plans for the Airport's prior written approval.

G. Toilet Rooms

Toilet Rooms are provided by the BB in the common areas. Tenant will not be permitted to construct Toilet Rooms within any Tenant areas.

H. Wall Finishes

Wall finishes shall be of Class A, flame-spread construction or as defined by Code. All wall finishes shall be high-impact resistant, scratch and scrape resistant, and capable of being repaired in place. All wall finishes shall be washable in place. Finishes shall be low-VOC, as required by current version of LEED. The following finishes are permitted:

Gypsum Wall Surfaces - All gypsum wallboard partitions shall be constructed of 5/8" thick Type "X" gypsum board. Acceptable finishes for gypsum wall surfaces are the following:

- Vinyl Wall Covering - Type 2, minimum face weight of 22 ounces. Wall coverings shall be washable. Wall coverings shall be manufactured and installed to meet Federal Specification CCJ-W-408 - Wall Covering Vinyl Coated. Nicks, gouges and other minor imperfections of gypsum wallboard surfaces shall be filled, sanded smooth, and sealed prior to wall covering application. Paper-based wall coverings are prohibited.
- Paint - Paint shall be latex paint, three-coat application, with a manufacturers required minimum thickness and shall have an eggshell or satin finish. Oil-based and other paints with hazardous fumes or offensive odors are prohibited.

I. Central Heating and Cooling Systems

Any modifications to the supply/return systems required due to installation of walls, partitions or other Tenant Improvements shall be submitted to the Airport for prior written approval. Tenant Improvements shall not impede the maintenance of the building or building systems.

The BB CSB and the BB QTA Offices include HVAC systems with capacity for normal space conditioning and ventilation as described in this document. The base building HVAC systems that have been provided for tenants consist of indoor air handling unit located in the fourth level mechanical room of the PPG building for the CSB Tenant premises and roof-top air-conditioning unit located on the roof for the QTA Tenant lease premises. Each air handling unit provides at least 20% minimum outside ventilation air and necessary cooling supply air distributed to series fan type variable air volume terminal units (FPVAV) as temperature of 55°F-58°F and 0.5 inches WG pressure. Heating is accomplished at the FPVAV units utilizing heating water supply/return (HWS/R) piping. The FPVAV units have been designed to provide maximum primary airflows in the heating mode as identified on the base building drawings. A Direct Digital Control System (DDC) will control all aspects of the HVAC System. Thermostats with 50 feet of coiled wire have been provided under the base building contract for use by the Tenants. Any modifications to the ductwork, DDC controls or supply/return heating water systems required due to installation of walls, partitions or other Tenant Improvements shall be submitted as part of the Tenant Improvement Plans.

Tenant modifications to the FPVAV system shall be designed such that the Tenant space has neutral pressurization in relation to the adjacent spaces with break rooms negatively pressurized. The Tenant HVAC design engineer shall define the minimum primary air flow at each FPVAV unit to meet the latest building Code, assuming that the main air handling units have at least 20% minimum outside ventilation air.

J. Tenant Area HVAC System Responsibility

Within each Tenant EUA, the BB CSB and the BB QTA Offices include a fully operational HVAC system including supply ducts, a return air plenum and FPVAV boxes located to provide conditioned air into the unobstructed EUA area. The Tenant shall be responsible for modifying the base building HVAC system components within its EUA as required by the Tenant improvements within the EUA. It is assumed that each Tenant EUA will have maximum heat loads of 1.0 watts per square foot for lighting, 1 person for each 100 square feet at 250 Btu/h sensible load/250 Btu/h latent load, and 4.0 watts per square foot for equipment.

During the design process, each Tenant will be assigned individual variable air volume (FPVAV) boxes. FPVAV boxes have been provided with a capacity of approximately 1.0 CFM and 1.5 CFM of primary supply air per SF respectively for the CSC building and the QTA Offices. Relocation of base building DDC controlled thermostats for temperature control within the EUA shall be a Tenant responsibility. Each FPVAV box will have a thermostat and 50 feet of coiled wire for installation in walls furnished by the Tenant. The Tenant is responsible for air distribution within its space including ductwork, grilles, dampers, etc. Each Tenant shall utilize wrap insulated or acoustic lined sheet steel ductwork. Insulated flexible ductwork 4'-0" and shorter may be used to connect the steel ducts to air diffuser devices. Tenants shall be responsible to contract with the base building DDC system controls contractor to provide DDC programming to reset FPVAV system airflows to those required by the tenant design if lower than the base building scheduled values. Tenants may relocate FPVAV boxes at their expense. Tenants may add additional temperature control zones/FPVAV boxes and thermostats (including control system programming/ Installation) at their expense assuming that the primary supply air flow to their lease premises from the main air handlers is not increased with the addition of the Tenant/s FPVAV boxes. Capped primary air supply ducts and HWS/R lines are available at various locations in the tenant lease premises.

Tenants must provide unobstructed access to all FPVAV units for maintenance purposes. A 6' x 6' floor area must be provided directly beneath all units free of any Tenant improvements or equipment per National Electric Code to access electrical clearance areas. Unobstructed access must also be available above the ceiling for ease of filter maintenance.

Each Tenant must provide return air paths such that the velocity of the air through the return openings shall not exceed 500 feet/minute such that return air from the space has a path back to the associated main air handler serving its space. Opening(s) shall vary in size relating to the size of the Tenant space.

The controls within Tenant leased premises shall utilize DDC (direct digital controls) provided by the BB DDC system control contractor. FPVAV units added by the tenant shall be controlled per the base building control and all points shall be addressed to and graphically displayed at the front end DDC user interface computer in the building manager's office that has been provided with the base building DDC system.

K. HVAC Noise Mitigation Guidelines

The following are recommended guidelines for noise mitigation due to noise originating from VAV boxes above Tenant spaces, and it provides general principles for ductwork downstream of VAV boxes. For further information on HVAC noise control beyond the items addressed below, please refer to Chapter 47 of the ASHRAE Handbook.

Radiated Noise

Radiated (casing) noise passes through the sides of the FPVAV box. Tables 1 show maximum radiated sound power levels in octave bands for NC-40 criteria based on the base building engineer's experience with these units and various ceiling types. The information below can be compared to manufacturer's published octave band data. Where FPVAV boxes exceed limits established below, it is recommended multiple smaller boxes

be used instead of different ceiling types constructed. In general, mineral board ceiling tiles are recommended as a minimum.

Table 1: FPVAV Maximum Radiated Sound Power levels to Achieve NC-40

| Ceiling Type | 1/1 Octave Band Frequency (Hz) | | | | | |
|--------------------------------------|--------------------------------|-----|-----|------|------|------|
| | 125 | 250 | 500 | 1000 | 2000 | 4000 |
| No Ceiling | 64 | 60 | 54 | 48 | 44 | 42 |
| Fiberglass ACT | 66 | 62 | 56 | 51 | 47 | 45 |
| Mineral Board ACT (CAC 35 or better) | 69 | 67 | 62 | 58 | 55 | 53 |
| GWB Ceiling | 74 | 72 | 68 | 66 | 63 | 60 |

Ductborne Noise

Noise traveling through the ductwork, radiating out the diffuser is called “ductborne” noise. This noise may be mitigated by adhering to the following design guidelines:

- Minimum three (3) duct diameters from nearest elbow, branch, or other turbulence source to FPVAV box inlet to allow straightening of air flow into VAV box.
- Minimum ten (10) feet trunk duct work with 1” acoustical lining extending from the outlet of the FPVAV box.
- Minimum two (2) branches from trunk ductwork utilizing a minimum of five (5) feet of flex duct and one elbow.

Diffuser Noise

Diffusers generate noise as supply air passes through the vanes. It is recommended selected diffusers not exceed 7 NC points less than the room’s design criteria. For example, catalog data for a given diffuser should not exceed 33 for an NC-40 space. As a note, the chosen value accounts for the 10 dB loss typically included in manufacturer published data.

L. Sanitary and Potable Water Systems

Branch waste and vent discharge pipe(s) will be available to each Tenant. Each Tenant shall be responsible for coring the floor (see structural section for requirements) and making the tie-in to the branch waste pipe at a capped tee such that the tie-in does not interfere with the waste from another tenant. Waste pipe routing below the QTA tenant premises shall not be installed with bottom of pipe below the bottom of the beams without prior written Airport approval. Tenant waste, traps and trap primer piping shall be insulated and electric heat traced where it is installed in unheated spaces. Vent pipes through the roof will be available to the Tenants. The Tenant is responsible for connecting to capped vents for sanitary fixtures installed, as required by the Building Code.

M. Potable Water Systems

The BB construction will extend domestic cold water to the vicinity of Tenant leased premises where it will be capped and provided with a shut-off valve. The Tenant shall connect cold domestic water to its plumbing fixtures, drinking fountains, etc. Cost of this water piping connection shall be borne by the Tenant. All necessary plumbing fixtures, water heating devices and water meters (when required) shall be provided by the Tenant. Water heater power shall be part of the Tenant's metered, maximum power allowance.

N. Fire Sprinkler Protection Systems

The BB CSB and the BB QTA offices include an automatic fire sprinkler protection system in accordance with applicable codes. EUA will be provided with an automatic sprinkler system with turned up heads. The Tenant shall design and provide additional sprinkler heads/branches or modify the existing sprinkler system in its EUA as required by the Building Code for its Tenant improvements. See the fire sprinkler routing drawings and BB MF Series sheets for fire sprinkler system logic.

The Tenant shall contract with the base building fire sprinkler subcontractor/registered fire protection engineer to perform hydraulic calculations to assure that tenant sprinkler extensions from the wet system meet the Code mandated flow rate and coverage requirements. The Tenant shall be responsible for acquiring the required permits for all fire sprinkler system modifications.

Tenant fire protection system modifications shall include all drain valves, test valves and tamper switches required by authority having jurisdiction.

O. Electrical Systems

i) Distribution

It is the Tenant's responsibility to work within the service capacity and availability for their space.

The quantity of electrical power provided within the Facility is limited. As such, the quantity of electrical power available to each Tenant will be restricted, and subject to allocation among the Facility Tenants by the Airport.

ii) Service Feeders

Service feeders between CSB's switchgear and the Tenant's distribution boards/equipment will be provided and installed as a part of the BB Construction. Circuit breakers and safety switches in CSB's switchgear will be provided and installed by the Airport.

Electrical and communications closets have been provided as part of BB Construction, to serve as the electrical/communication demarcation points for the Tenants CSB EUAs. These electrical and communications closets are located within the vertical cores, adjacent to the Tenant space.

The maximum power allowance for each Tenant EUA is eight watts per square foot (8 w/SF). The Tenant shall be responsible for installing all electrical panels, power panels, transformers, electrical conduit, wiring, fixtures, etc. required to service the lighting and power needs of its space. All Tenant electrical panels or equipment shall be located within the Tenant's EUA.

It is the Tenant's responsibility to verify the service capacity and availability for its space. Each Tenant shall be responsible for providing sizing requirements based on its specific need.

iii) Lighting and Electrical Devices

The Tenant shall provide all lighting fixtures within its EUAs, including emergency lighting, lamps and all related equipment, as required by code. All exit lights shall match the CSB BB standard, with regards to placement, size, colors, fonts and illumination.

In order to keep Tenant electrical and air conditioning (AC) loads within the planned CSB allowable loads, Tenants are encourage to use low wattage (high efficiency) lighting and other energy efficient fixtures within their exclusive use space.

iv) Plenum Conduit and Cable Trays

If the Tenant requires an additional tray(s), an extension of the existing tray system, or additional cabling, in excess of the Airport supplied trays or cabling, it shall be the Tenant's responsibility to provide and install such items in a manner compatible with the existing system. Tenant Improvement Plans shall be submitted to the Airport for written approval.

Under no circumstances shall conduit or cables be draped over the suspended ceiling. Conduits and cables shall be supported by splay wires independent of wires used for support of lights, ceiling or other items, or in any way inhibit access to plenum areas for maintenance of the building or building systems.

v) Emergency Power

The Facility will be fed by a backup power generator supplying power to the following areas: XX

For Tenant's critical computer applications, Uninterruptible Power Supplies (UPS) are recommended in the event of temporary power loss. All UPS systems shall be the Tenant's responsibility to provide, install and maintain.

P. Communication Systems

The CSB BB construction will install a cable tray and/or conduit distribution system including a premises wiring system for Tenant communication and data. The premise wiring system will terminate in a demarcation box located within a communications room, with dedicated secure segments, adjacent to the Tenant lease areas. All tenants are required to use this premise wiring system. The Tenant shall connect its equipment to the BB demarcation box(es). All low voltage wiring shall be installed within conduit. All Tenant cables shall be marked every 50 feet or less with the Tenant name, vendor, type of system served, and a phone number to be called for additional information.

Tenants should ensure that their communications designers consider the distances involved when navigating between leased spaces. To provide maximum flexibility between equipment rooms, cross connection have been utilized. These connection points introduce line loss that will affect the performance characteristics depending on the available loss budget for the application. It is the responsibility of the Tenant to choose solutions that will effectively work in this environment and on the intended media.

Prior to installing any conduit, raceway, pull box, or communications cables, Tenant shall submit tenant Improvement Plans that are in accordance with the standards of, and shall obtain written approval from, the City of San Antonio's Development Services Department for permitting. All cables, inner-ducts, pull ropes, splice enclosures, cross-connects, termination equipment and associated accessories that are installed shall

become the property of the access provider. Tenant shall coordinate with the Airport when developing the Tenant Improvement Plans and adhere to any location-specific installation directions provided.

P. CCTV System

The BB will include a CCTV system with cameras installed at interior and exterior common use locations to enable the building Facility Manager and the Airport to monitor the operation of the CSB, Garage and QTA. Locations include, but are not limited to, access roadway, exterior plazas, escalator and elevator cores on each floor level, arrival and departure areas, and the CSB Lobby. Tenants will not have access to these cameras or views. Each Tenant may install and maintain its own CCTV system within its exclusive use premises.

Q. Cable and Satellite Television Systems

The Airport backbone system is capable of providing limited cable television upon request. Contact the assigned Airport representative regarding service. No satellite dishes may be installed on the premises.

R. Fire Detection and Alarm System

The BB will provide a fire alarm and detection system for the Facility. The main fire alarm control panel will be located in the QTA Support Building. Fire detection and alarm of the Facility will be provided as part of the BB construction.

Each Tenant lease area will be provided with fire alarm/detection circuit connection points. Fire alarm terminal box (FTC) will be located within each Tenant electrical room. Each FTC will contain connection terminal points for a fire detection signal and a fire alarm notification circuit from the Tenant EUA lease space. Each Tenant is responsible for providing and installing fire detection and alarm devices compatible with the BB alarm systems within its EUA. The associated conduit and wiring to connect these devices to the fire alarm panel connection points (FTC) will be provided by the BB. The fire alarm system design and testing and commissioning of the fire alarm detection and alarm circuits and devices within the Tenant EUA lease areas will be the Tenant's responsibility. All design and installation will be reviewed and approved by the City Fire Marshal and performed in accordance with City standards, applicable codes and ordinances and Fire Marshal requirements.

S. Voice Evacuation System

A Master Emergency Voice Evacuation system is required in the CSB. The BB construction will provide voice evacuation in the CSB common areas and unfinished lease spaces as part of the BB construction fire alarm and detection system. Each Tenant is responsible for providing and installing Simplex compatible voice evacuation speakers and devices within it EUA. The associated conduit and wiring to connect these devices to the fire alarm panel connection points is provided by the BB. Design, testing and commissioning of voice evacuation system shall be the Tenant's responsibility. All design and installation shall be reviewed and approved by the City Fire Marshal and performed in accordance with City Fire Marshal and performed in accordance with City standards, applicable codes and ordinances and Fire Marshal requirements.

T. Self Service Car Rental Kiosks

It is anticipated that each Tenant may have self-service electronic car rental kiosks comparable to airline E-ticket kiosks. If provided, self-service kiosks and their associated queuing must be located within each Tenant's EUA. Each Tenant shall be responsible for installing the conduit and wiring for these kiosks. The BB

will provide power and data stubs to the predetermined locations for these kiosks. Power requirements shall be part of the Tenant permitted power allowance for the CSB lease space. The design and final location of the kiosks shall be reviewed and approved by the Airport prior to installation.

2.3 Rental Car Garage

2.3.1 Introduction

The BB construction for the Rental Car Garage includes the vertical cores; ready/return floor plates, way finding signage, lighting, pavement markings for the common roadways and ramps and roughed-in utilities.

The performance standards outlined below apply to all Tenant Improvements within the Rental Car Garage, including the exterior building envelope, roadways within and ramps up to the Garage, power, lighting and special systems. Reference attached Exhibits F through J – Floor Plans.

2.3.2 Tenant Garage Enhancements

Tenant Improvements may include additional signage elements associated with preferred customer service product delivery (kiosks, signs, pavement marking, etc.) and other items dedicated to customer convenience and satisfaction. Other basic requirements within the ready and return areas of Tenant's Exclusive Parking Garage Leased Area covered by this category include:

- Vehicular control system, "tiger teeth" devices and gate arms;
- Company-unique parking space designation signs, pavement marking, electrical, etc.;
- Other miscellaneous temporary and permanent traffic circulation signage.

Tenant shall be allowed to control the entrance and exit from their lease premises with a card access, keypad-type or other security gate system, gate arms, relocatable barriers and/or "tiger teeth", plate barriers or other physical barriers as a Tenant Improvement. Power supplied for signage, security and other systems in the Garage is limited, and may be subject to allocation by the Airport.

2.3.3 Tenant Customer Service Kiosks

Tenant may install customer service kiosks (includes booths and/or buildings) in the Garage as a Tenant Improvement within Tenant's lease space. Kiosk function, size, design, materials, color, location and installed trade fixture and equipment are subject to the prior written approval of the Airport. The kiosks must be purpose built for the proposed location and function, and should be of the highest quality construction and materials. Creativity of kiosk design is encouraged.

Tenant and Tenant's design and construction team shall refer to the design documents, drawings and specifications for permissible floor loading in each area of the CSC, Garage (reference Exhibit L – Reinforced Structural Zones) and QTA. Tenant shall meet any special requirements for floor loading above certain limits for areas of heavy floor loading, such as areas of dense filing, heavy equipment, libraries, etc., as such requirements are determined by the Airport following its review of Tenant's Tenant Improvement submittals and written approval thereof. Kiosks shall be fully self-contained and fire rated. Such kiosk or structures may only be located entirely within Tenant's leased premises.

2.3.4 Exit Booths or Kiosks

Proprietary signage, data and communications, trade fixtures and equipment shall be the responsibility of Tenant and shall be deemed a Tenant Improvement subject to review and approval by the Airport. Any additional vehicle security requirements, systems, kiosks and the like, may only be installed within Tenant's lease premises, or as otherwise allowed by the Airport, and shall be a Tenant Improvement.

2.3.5 Tenant Signs

The Airport will provide all necessary public way finding and code required signs within the Garage common areas as part of the BB work.

Tenant specific identification signage, to be furnished and installed by the Tenant, is permitted on the interior of the Garage within the Tenant's exclusive use space. Signs shall be free-standing, surface mounted to the structural columns with compression fittings, or hung from the surfaces of beams and other members. Tenant shall submit for written approval of their proposed signage concepts including the location, size, type, language, and method for affixing the signs to the structure. Drilling may be permitted in slabs and beams provided that the slabs/beams are x-rayed or Ferro-scanned to ensure that slab/beam reinforcement is not cut. Before commencement of installation of any sign support structure, Tenant's Contractor shall have the layout inspected and approved by the Airport's Project Team prior to drilling.

No sign or other appurtenances located in or above drive lanes shall be lower than a height of **eight feet, four inches (8'-4")** above the Garage finished floor.

Professionally created signs on movable or mobile pedestals are permitted. However, signs with movable parts, moving or flashing lights, or sound emitting properties are prohibited. The Airport reserves the right to require the removal of any Tenant advertising, displays or decorating that in its sole opinion is distasteful, offensive, or in conflict with the best interests of the common Project environment. All electrical signage shall be treated as lighting load. All such signage shall be connected as required to individual **Tenant 120V panel boards**, designated as lighting only, at each Garage Level Electrical Room in Core areas.

All customer service, improvements, signage, branding, furnishings, equipment or other activities or improvements shall be contained within the limits of the Tenant's leased area, or as otherwise allowed by the Airport.

Signs shall meet the requirements established in Section 2.2.2 C – Sign Criteria in this document.

2.3.6 Tenant Finishes

All elements of the Tenant's leasehold improvements, which are to be suspended from the structure above Tenant's Leased Area, shall be detailed, including the method(s) of attachment. Load calculations shall be prepared and sealed by a structural engineer licensed in the State of Texas and sealed as a part of the Tenant's submittal for approval. Any conduit installed by Tenant shall be painted to match the structure.

2.3.7 Floor/Wall Penetrations

Penetrations shall be kept to a minimum. Floor penetrations shall be located by the Tenant to eliminate the possibility of compromising the structural integrity of the floor. Prior to cutting and drilling Tenant Improvement Plans, as defined in Section 3.2, shall be submitted to the Airport for written approval.

The Airport, through its designee, shall coordinate mechanical, electrical, and plumbing work with existing structural members. All floor/roof or wall openings shall be properly fire-safed and have applicable protective coatings.

2.3.8 Pavement Markings

Tenant is responsible for furnishing a Pavement Marking Plan to the Airport as part of the Tenant Improvement Plan submission for the Tenant's lease space, as outlined in Section 3.2 of this document. Pavement markings in common areas and as required by code or other authorities having jurisdiction will be provided by the BB.

2.3.9 Perimeter Barriers

Each Tenant's Leased Area may be delineated by the use of low height, semi-permanent barriers installed by Tenant except for the barriers along the customer drive aisles on levels 3, 5 and 6 and the barriers between the gate arms on level 7 which will all be installed as part of the BB construction. The Airport will select the type of barrier and its associated structural load that the Tenant will be required to use, with configuration and layouts as reviewed and approved by the Airport through submission of a barrier plan as a Tenant Improvement. The perimeter boundary of the parking areas, between lease space and the common roadways, may be secured as outlined above.

The cost of any such perimeter barrier system will be a Tenant Improvement and must be consistent with the standard design established by the Airport.

2.3.10 Electrical Systems

A. Distribution

Tenant shall be responsible for installing all electrical conduit, wiring, fixtures, etc., to serve the supplementary lighting and power needs in the Garage (i.e. kiosks, gates, illuminated signage, security systems, etc.), in excess of the electrical systems provided by the Airport. Rigid conduit shall be used in the Garage to a height of 5' from the finished floor. A secure space shall be provided to house each Tenant's power requirements adjacent to the main electric rooms on each floor.

B. Lighting

Lighting throughout the Garage will be provided as a part of the BB construction. Additional lighting may be installed by the Tenant upon written approval of the Airport. Lighting by the Tenant shall match or complement building standards.

2.3.11 Communication Systems

A secure space shall be provided for each Tenant adjacent to the main data rooms on each floor. Empty conduits or a cable tray terminating at a point just inside the data room for telecommunications use will be provided. Each Tenant shall be responsible for providing the conduit infrastructure from the "demarcation room" to their Garage Leased Area and within their Garage Leased Area.

Prior to installing any conduit, raceway, pull box, or communications cables, Tenant shall submit Tenant Improvement Plans that are in accordance with the standards of, and shall obtain written approval from the Airport. All cables, inner-ducts, pull ropes, splice enclosures, cross-connects, termination equipment and

associated accessories that are installed shall become the property of the access provider. Tenant shall coordinate with the Airport when developing the Tenant Improvement Plans and adhere to any location-specific installation directions provided.

2.3.12 Mechanical System

Mechanical systems for Tenant provide customer service kiosks, exit booths or other Tenant Improvement shall conform to the appropriate provisions of the Building Code. Any modifications to the Project systems shall be subject to Airport review and approval. Condensate will be tied into BB drainage system as indicated in the BB drawings.

2.3.13 Security

Tenants are responsible for providing their own security systems to the extent that the tenants want additional security systems beyond what is provided in the BB. The Airport may require that Tenant security systems connect to the Airport security and fire detection systems.

2.3.14 Customer Service Booth Fire Protection

The BB includes an automatic fire sprinkler protection system in the vertical core areas located on the operational floor plates, including the public Rest Rooms and elevators. Customer Service Kiosks shall require the addition of branch valves, inspector test/drains and sprinkler mains extended from the capped services in the vertical cores. See the fire sprinkler routing drawings and the BB MF Series sheets for fire sprinkler system logic. The Tenant shall contract with the BB fire sprinkler subcontractor registered fire protection engineer to perform hydraulic calculations to assure that tenant sprinkler extensions meet the code mandated flow rate and delivery time requirements.

Each Tenant shall be responsible for extending the automatic dry fire protection (sprinkler) system to and within its customer service, exit and other booths. Each Tenant shall design its fire protection systems whereby the main fire alarm panel will be able to distinguish the difference between the flow signals for customer service booths by floor, from the signals coming from other facility branch flow switch detectors. Each Tenant shall be responsible for acquiring the required permits for all modifications to the BB fire protection system.

Each Tenant shall modify the system as necessary to suit its kiosks or other alterations.

2.4 Quick Turn Around Areas (QTA)

2.4.1 Introduction

Tenants shall lease exclusive use space in the QTA area to conduct and support their rental car activities. The size of each site and the design of the facilities may vary among Tenants. Tenant may construct or install additional improvements, systems or equipment at their own cost and expense. Such improvements or additions shall be deemed a Tenant Improvement and subject to Airport review and approval.

The BB will provide the following major components:

- Fuel systems, with overhead reels supplying compressed air, windshield washer fluid and a vehicle vacuum system

- Wash bays, with associated equipment (excluding blowers)
- Maintenance bays, with lifts and overhead reels for air and oil
- Conduit and low voltage disconnect devices are provided at the fuel island for tenant installed productivity systems

Tenant installed equipment may include items such as:

- Pressure washer
- Wash blowers
- Tire changer
- Tire balancer
- Compressed air hookups

2.4.2 Toilet and Locker Rooms

Tenant may install surface mounted employee lockers, as indicated, in the approved space plan.

2.4.3 Break Rooms

All Tenant installed millwork shall comply with American Woodworking Institute (AWI, Custom Grade Specification). Tenant shall include any Tenant installed millwork in its Tenant Improvement Plans for the Airport's prior written approval. Refer to Section 2.2.3 F of this document.

2.4.4 Fuel Islands

BB provides a fuel dispenser, overhead reels supplying compressed air, windshield wiper fluid and a vehicle vacuum system at each fuel island position. A revenue control/card reader system is provided at each fuel dispenser to track fuel dispensing transactions.

Fuel distribution/security monitoring systems are not provided, but may be installed as a Tenant Improvement. Tenant shall include any Tenant installed systems in its Tenant Improvement Plans for the Airport's prior written approval.

2.4.5 Hardware

All exposed hardware except tracks, frames or rollers, shall match the BB finish and shall be commercial grade.

2.4.6 Materials

In the interest of maintaining continuity of appearance throughout the Project, and maintaining a high quality of building construction, the Airport reserves the right to stipulate specific materials, colors, and construction and installation methods.

Materials shall be selected from those permitted by the Building Code and any other applicable codes and regulations, shall be high quality and durable, and shall enhance the overall aesthetic appearance of the Project. Durable materials that resist blows and scrapes shall be used in areas subject to vehicular and pedestrian wear, and appropriate materials, coatings, sealants, and details shall be used to mitigate soiling, corrosion and damage to buildings.

2.4.7 Traffic Control and Parking

Bollards may be installed at Tenant's discretion to protect other areas of the Leased Area or other improvements. Installation of bollards will be extremely limited due to the Project structural system and is deemed a Tenant Improvement and is subject to the review and prior written approval of the Airport as to the location, number, type, size and method of installation.

2.4.8 Tenant Back Office

Refer to Section 2.2.3 A – S of this document.

2.4.9 Fire Department Requirements

The City of San Antonio Fire Department has rules and regulations regarding the specific operation of this QTA and associated building systems. Tenant shall comply with all such rules, regulations and requirements relative to their modifications to the Project, lease areas and their operations. Tenant and Tenant design teams shall review and be familiar with the Fire Department requirements that were the basis of approval, as there are requirements of the City that exceed the building code. For example:

- The QTA building has an expanded electrical hazard area
- There are no through floor penetrations whatsoever (with the exception of floor drains) allowed in the fuel dispensing area

2.5 Support Facilities

2.5.1 Introduction

Additional spaces will be provided as part of the BB that support the operations of the Facility as outlined below.

- **QTA Support Building**

The QTA Support Building includes spaces that support the operations of the facility. This location will house the 3rd party operator of the facility.

- **Service Yard & Loading Dock**
- **QTA Fuel Storage Facility & Distribution System**
- **Parking Manager's Office**

- Building Manager's Office
- Retail Space

SECTION THREE

3.0 Guidelines and Standards

3.1 General Requirements

3.1.1 Design Guidelines and Criteria for Tenant Improvements

These standards and attached supporting exhibits shall constitute the Design Guidelines and Criteria for Tenant Improvements. The design and construction of Tenant Improvements shall be completed in strict accordance with the following standards, or the provisions contained within the following referenced documents, as currently in force or as they may be amended from time to time:

- The Project Design Drawings;
- The Project Specifications;
- Consolidated Rental Car Facility Lease and License/Concession Agreement, Section **XX**;
- Schedule of Improvements, Exhibit A;
- Federal and State of Texas Codes, Rules and Regulations;
- Codes, Rules and Regulations of the San Antonio International Airport;
- Bexar County Prevailing Wage Provisions or other wage requirements;
- Project Labor Agreement(s);
- This Program Criteria Document.

These standards shall be followed and maintained, unless specific deviations have been requested in writing by Tenant and approved in writing by the Airport.

3.1.2 Applicable Codes and Regulations/Building Permits

The following is a listing of applicable codes and regulations to which Tenant shall adhere. This list may not be all-inclusive. At the time of new construction or renovation, Tenant and its contractors and consultants shall review this list with local governing authorities for any code changes or local code interpretations:

- 2012 International Building Code
- 2012 International Existing Building Code
- 2012 International Mechanical Code
- 2012 International Plumbing Code
- 2012 International Fuel Gas Code
- 2012 International Fire Code
- 2009 International Energy Conservation Code
- 2011 National Electric Code
- NFPA National Electric Code
- NFPA Uniform Fire Code

Tenant shall be responsible for obtaining their respective Tenant Improvements Building Permit(s).

3.1.3 M/WBE Participation

Refer to Section **XX** of the Lease.

3.1.4 Procurement of Vendors

Tenant shall be allowed to select the architects, engineers, contractors, suppliers and vendors of their choice to supply or install their Tenant Improvements. However, such Tenant Contractors and suppliers shall possess all required licenses and permits, shall be subject to prior approval by the Airport upon submitting applications and providing proof of insurance and licensing, and shall comply with all rules and regulations of the City of San Antonio, including the Project Labor Agreement, as such may apply. The Tenant will be required to provide a security deposit on or before the Tenant Access Date, per Section XX of the Lease.

3.1.5 Tenant Improvement Plans

All Tenant Improvement Plans (see Section XX of the Lease, AKA Tenant construction documents) shall follow the framework, format and numbering system of the BBDT drawings and specifications prepared for the Project. The BBDT Project construction drawings and specifications are available to the individual Tenants and may be obtained through the Design Team.

Tenant Improvement Plans shall include design drawing, specifications, product specifications and/or cut sheets, shop drawings, descriptions of materials and finishes, and color boards. When applicable, Tenant Improvement Plans shall include structural load calculations, electrical load calculations, shop drawings, methods or attachments, or other information and specifications providing sufficient detail so the Airport can accurately determine the proposed improvement's fitness for purpose and compatibility with the Project.

3.1.6 Insurance

Tenant, Tenant's designers, contractors, vendors and suppliers shall meet the insurance requirements as set forth by the Airport and the controlling Project Documents including the Lease.

3.1.7 Licensing

All work and design submissions shall bear the seal of a licensed and insured Architect and/or Engineer qualified to perform such work. All Architects and Engineers issuing the drawings and specifications shall be licensed and registered in the State of Texas. All submissions shall use best industry practices and conform to this Program Criteria Document.

3.1.8 Milestone Dates/Corrective Action

Specific milestone dates for completion of various design phases, submittal dates and construction activities will be issued in writing, by the Airport to each Tenant. It shall be the Tenant's sole responsibility to take the actions required to adhere to the published dates. Refer to Section XX of the Lease.

It is agreed by all that it is essential that the Facility open with the construction of all Airport and Tenant Improvements complete, and that all facilities are operational. Therefore, Tenant shall meet certain critical milestone dates for completion of the design and construction of their Tenant Improvements. Should Tenant fail to comply with any required milestone date as it pertains to any Tenant submittal or other action, the Airport shall enforce the following:

- If design progress submittals are seven (7) calendars days late, a written letter shall be required from Tenant offering an explanation to the problem and required solution.

- If design progress submittals are fourteen (14) calendar days late a written recovery plan shall be required of Tenant and their Design Team stating how they shall get their design back on schedule.
- If Tenant is thirty (30) calendar days late in achieving any milestone date, the Airport may appoint the Project Design Team to take over the coordination of the design and construction of Tenant's Tenant Improvements. If the Tenant Design Team is deemed to be the problem as determined by the Airport, it will be the at Airport's sole discretion to determine if the Tenant Design Team should be removed and replaced with a more qualified and/or responsive team. Any costs incurred in making this necessary transition shall be charged against that Tenant.

3.1.9 Interpretation/Clarifications

This document must be read and applied in its entirety. This manual shall also complement other Project documents, legal documents and agreements between the Tenant and the Airport. Inconsistencies or ambiguities between this document and any other Project document shall be resolved by the Airport.

3.2 Design Review and Approval Process

The process will be initiated by a pre-design meeting with the Tenant, Tenant's design representative and Airport representative.

The following information will be made a part of the requirements as specified In the Tenant Design and Construction Guidelines:

Submittals made to the Airport for review will be done at the 30%, 60% and final submittal stages of the Tenant Improvement Plans.

3.2.1 30% Conceptual Review Submittal

The purpose of this preliminary submission is to provide the Airport's Tenant design review team with an opportunity to comment on the design concept at an early stage so that the team's requirements can be incorporated into the Tenant's final Tenant Improvement Plans. The preliminary design will consist of **Seven (7) prints** of each of the following:

- A key plan showing the location of the lease space including a construction access plan.
- Preliminary floor plans, reflected ceiling plans, and demolition plan (if required) indicating interior design concept (minimum ¼" = 1'-0").
- Typical interior elevations of all areas visible to the public (minimum ¼" = 1'-0").
- Exterior elevations and building sections of any kiosk, including any graphics and signage and indicating all materials and finishes (minimum ½" = 1'-0"). Exterior color rendering or photograph of typical tenant kiosk, including any proposed signage.
- Preliminary sign details and graphics, (minimum 1½" = 1'-0").
- A preliminary finish schedule.
- Material sample board keyed to drawings.
- Confirmation from the Tenant's Consultant that the floor loading will comply with building standards.
- Utility connection drawings, including riser diagrams and load summary schedules.
- Preliminary single-line schematic drawings of mechanical/electrical/plumbing (MEP) connections and locations.
- A preliminary project schedule.
- Architects' statement of site visitation.

- Pedestrian and vehicular circulation flows within the leased space.

The Airport will review the preliminary submissions and when the initial review is completed, the Airport's Tenant Project Coordinator (TPC) will issue a written response of acknowledgement noting discrepancies and required changes before work may proceed on the Tenant Improvement Plans. The Airport will use its best efforts to finalize its review within ten (10) working days from the receipt of drawings and will advise the Tenant in writing on issues of noncompliance, discrepancies and required changes.

Drawings will be returned to the Tenant marked as follows:

- Preliminary Acceptance - Tenant may proceed to develop 100% Tenant Improvement Plans.
- Preliminary Acceptance as Modified - Tenant may proceed to develop 60% construction drawings but must incorporate indicated changes/comments/revisions
- Not Accepted Resubmit - Tenant to review the Airport's comments and resubmit modified design

3.2.2 60% Submittal

This plan submittal should incorporate all of the changes/comments/revisions that were required at the 30% submittal stage.

Drawings will be returned to the Tenant marked as follows:

- Preliminary Acceptance - Tenant may proceed to develop Tenant Improvement Plans.
- Preliminary Acceptance as Modified - Tenant may proceed to construction drawings but must incorporate indicated changes/comments/revisions into final documents
- Not Accepted Resubmit - Tenant to review the Airport's comments and resubmit modified design

3.2.3 Final Documents

Upon receipt by the Tenant of the Airport's Preliminary Approval, or delivery of notice of rejection specifying the items requiring correction or alteration, the Tenant will submit within ten (10) working days complete drawings and specifications, amended as requested.

The Tenant shall submit to the Airport **eight (8) sets of prints on bond paper, 20 or 24 lb. and one (1) CD containing electronic files in AutoCAD 2012, Microstation v8i, Revit** and/or in a format otherwise agreed to by the Airport of each of the completed Architectural and Engineering drawings and specifications for the finishing of the leased premises. These submissions shall conform to the provisions of the following architectural and engineering requirements:

A. Architectural and Engineering Drawings and Specification Requirements

- Drawings are to be of a standard sheet size 30" x 42" or as otherwise agreed to by the Airport.
- A key plan showing the location of the Lease space including structural grid indicators, and include a construction access plan.
- Floor plans (minimum ¼" = 1'-0") indicating construction materials, colors, and finishes; location of partitions and type of construction; and locations of any tenant-provided plumbing, indicating dimensioned placement of plumbing fixtures.
- Reflected ceiling plans (minimum ¼" = 1'-0") indicating ceiling materials and conditions; ceiling heights; location of all light fixtures, manufacturer's name and catalog number, lamps to be used, and mounting

- (recessed, surface, etc.); location of sprinkler heads; location of HVAC grilles, exit signs, emergency exit lighting, etc.
- Kiosk elevation and section (minimum ½" = 1'-0").
 - A dimensional location plan of all roof openings, required for any Tenant roof mounted equipment.
 - Typical interior elevations of all areas visible to the public (minimum ¼" = 1'-0").
 - Interior finishes schedule, and illustration boards (exactly 11" x 17") with clearly labeled and firmly attached samples and color chips.
 - Detailed signage drawings and connection details (minimum 1½" = 1'-0") providing elevation and section views, indicating letter style and size, all colors and materials, methods of illumination, color of illuminate, and voltage requirements. Food tenants must include menu board details as well as any proposed method of temporary signage (sales, daily or weekly specials) including location, size, materials, color, letter type, and framing method.
 - Mechanical drawings, including electrical, HVAC, plumbing and sprinkler, and load summaries. Drawings must indicate placement of all MEP equipment, connected electrical loads, and weights of heavy equipment, cases, etc.
 - Drawings must indicate utility connections for water, sewer, grease interceptor, electrical, telephone, and lighting; building mechanical, plumbing, electrical, lighting, fire protection, fire alarm plans to scale; detailed riser diagrams; and load schedules.
 - Project construction schedule in both **hard copy and electronic copy (in Microsoft Project format)**
 - Temporary construction barrier partition plan (minimum ¼" = 1'-0"), and partition elevation (minimum ¼" = 1'-0"). The tenant must provide details of architectural temporary barricades, including dust and sound control measures.
 - Furnishing plan, specifications, materials and color selections, including samples.
 - Specifications, if not on drawings, must be submitted by **hard copy on 8 ½" by 11" bound with protective transparent covers, eight (8) sets required and in PDF file format** or as otherwise agree by the Airport.
 - Any other special facilities or installations in respect of the tenant's work or which affect the Airport's facilities such as vaults and special equipment. Drawings must indicate weight of heavy equipment (i.e. safes), outlet mounting height, equipment locations, etc.

B. Standard Drawings Notes

The following notes must be on all drawings submitted for approval:

- One set of Tenant approved drawings to be kept on site by the Tenant and available for checking at all times during construction.
- All materials to meet flame spread rating requirements of authorities having jurisdiction.
- Demising walls are not designed to be load-bearing. All fixtures must be floor supported.
- All work must be scheduled and approved by the Airport so that it does not interfere with airport operations.
- Tenant Contractor must obtain electrical and plumbing permits, pay for same and submit copy to the Airport prior to commencing the work. The Airport requires a Building Permit be obtained by the Tenant prior to any site work commencing.
- No cutting, coring or attachment of inserts to the existing concrete elements, or application of adhesives paints or sealants, will be allowed without prior approval of the Airport. Adequate notice shall be undertaken prior to the intended installation.

C. Additional Documentation Required:

- Documents sufficient to demonstrate compliance with the applicable Building Codes, Criteria Manuals, and this Document. All documents to reference the lease space reference number.

- Copy of the executed contract between the tenant and the general contractor. Refer to Section XX of the Lease.
- Copy of the contractor's insurance policy (certificate of insurance). Refer to Section XX of the Lease.
- Copy of the contractor's payment and performance bonds, in accordance with current Airport permit requirements and procedures. Refer to Section XX of the Lease.
- Submittal of Funding Affidavit, with cover letter, for Airport approval. Refer to Section XX of the Lease.
- Copy of Lease exhibit with any applicable variances that may have been negotiated.
- Copies of project construction schedule, construction phasing and operation plan, and contractor/subcontractor directory.

The Tenant shall post one complete set of construction drawings and sample board at Tenant's space during construction. Prior to commencing, and during construction, the Tenant must follow the Terms and Conditions of the Building Permit as well as the procedures outlined in this Document.

D. Completion of Construction

The Tenant will submit one Maintenance Manual at completion of project on application for Certificate of Tenant Improvement Substantial Completion. Manual shall consist of approved stamped and signed shop drawings, extended warranties, project name and cover, etc. in a hard cover, black, vinyl, three ring, loose leaf binder. Separate data in individual sections with tabs.

The tenant shall submit one set of project record drawings ("As Builts") in the form of hard copy and electronic files of each completed leased premises, per Section 3.2.3 above.

3.3 Construction Guidelines for Tenant Improvements

This section of the Document applies to the development of proprietary leasehold within the San Antonio International Airport Rental Car and Public Parking Garage (Facility). More specifically, it shall apply to the following components: Leased Garage area, Leased Customer Service Building areas and QTA areas. The following guidelines and criteria are intended to provide the Rental Car Operators (Tenants), and contractors with information required for the construction of their proprietary leasehold improvements.

3.3.1 Tenant Contractor

The Airport requires that all Tenants use licensed general contractors and subcontractors for Tenant Improvements within their portion of the Facility. Tenant may select their own contractors, suppliers, and vendors to construct, fabricate and install Tenant Improvements, trade fixtures or equipment within the Facility.

As a group, Tenants are encouraged to select the fewest number of contractors that can be engaged to construct Tenant Improvements for multiple Tenants. Tenants are strongly encouraged to use one contractor per family of rental car brands with common ownership, as it will reduce the number of different entities that require coordination during construction, bring greater consistency and quality to the delivery of Tenant Improvements, and ease the coordination of the overall construction process.

Regardless of the project delivery and contracting approach used by Tenant and contractor, Tenant's Contractor is responsible to coordinate the work of all Tenant subcontractors and deliver the Tenant Improvements in accordance with the approved parameters of scope, quality, cost and time. Tenant Contractor costs and fees shall be paid by Tenant.

3.3.2 Licensing

All work shall be performed by contractors licensed in the State of Texas for that applicable scope of work.

3.3.3 Liquidated Damages/Corrective Action

It is agreed by all that it is essential that the Facility open with the construction of all EUA's complete and all facilities operational. Refer to Section XX of the Lease. Therefore, each Tenant shall meet certain critical milestone dates for completion of design and construction. Shall any Tenant fail to comply with the required milestone dates, and such delays are not deemed to be caused by the Airport, BBDT or BBCM, the Airport will enforce the following:

- If construction progress falls fourteen (14) calendar days behind the approved schedule, a written letter shall be required from the Tenant and their CM offering an explanation to the problem and required solution.
- If construction progress falls twenty-one (21) calendar days behind the approved schedule, a written recovery plan shall be required from the Tenant and their Contractor stating how they shall get the construction back on schedule. The Recovery Plan shall address, in writing, each line item on the Construction Schedule that must be modified. In addition, the plan shall describe how the item is affected and the resources required to adjust the item (subcontractors and/or suppliers), as well as list any impact the adjustment has to milestone and finish dates.
- If construction progress falls thirty (30) calendar days or more behind the approved schedule, with three (3) calendar days' notice, the Airport may appoint the BBCM to take over the coordination of that Tenant's Construction program and see that the EUA's are completed in accordance with the approved Tenant Improvement Plans and the approved schedule. If the Contractor and/or any subcontractors are deemed to be the problem, it shall be at the Airport's sole discretion to determine if the delinquent parties shall be removed and replaced with a more qualified and/or responsive construction team.

3.4 Summary of the Work

3.4.1 General

The work includes the construction of Tenant Improvements associated with the San Antonio International Airport Rental Car and Public Parking Structure:

3.4.2 Coordination of the Work with Other Contractors

On behalf of the Airport, the BBCM is solely responsible for the supervision and detailed coordination of the improvements, finishes, fixtures, and equipment included within the scope and definition of the Project. The BBDT is responsible to ensure that improvements, finishes, fixtures, and equipment included within the scope and definition of the Project, or any substitutions proposed of those, meet the standards and requirements of the Airport. In addition, the BBCM is responsible for the correct and timely construction, assembly, and connection of various portions and parts of the Project, avoiding interferences or conflicts in any of the work and producing the best solution for the various installations with respect to layouts, clearances, functions, maintenance and repair access, cleaning and housekeeping, requirements of Contract Documents, and conformance to laws, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction and bearing on performance of the work. Refer to Article XX of the Lease.

A. Interference

All Tenant Contractors shall furnish to the BBCM information and drawings showing accurate dimensions, openings, and all other pertinent conditions necessary for proper coordination. If any part of the work is installed which interferes with any other work, the interference shall be eliminated and corrected as approved, at the responsible Tenant Contractor's expense.

B. Coordination Meetings

When piping, conduits, ducts, or other items are to run in the same general direction, elevation, or location, the Tenant Contractors involved shall request in writing, that the BBCM arrange a conference to determine the proper allocation of the space or position. Coordination meeting minutes shall be distributed to all interested parties.

C. Restricted Spaces

Where work is to be installed in restricted spaces, adequate clearance shall be maintained as required by governing codes and laws to allow for access, repairs, maintenance, and the removal of equipment and devices. The BBCM and involved Tenant Contractors shall coordinate to prevent installations from being blocked by any other installation. Should such blocking occur, the responsible Tenant Contractor shall correct it as approved at no extra cost to the Airport.

D. Conflict Resolution

All conflicts or disputes arising due to coordination issues between Tenant Contractors shall be brought before the BBCM in writing for resolution. The decision of the BB Contractor and the Airport is final and binding.

E. Building Permits

Each Tenant is responsible for acquiring all permits required for construction of their portion of the work in a timely manner, to meet their schedules and the overall project schedule developed by the Airport, the BBCM and the Project Design Team. Copies of all permits shall be submitted to the BBCM's site representative.

3.5 Insurance Requirements

The Tenant Contractor must meet the insurance and indemnification requirements. Refer to Article XX of the Lease.

3.6 Construction Process for Tenant Improvements

3.6.1 Laws to be Observed

The Tenant Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. The Tenant Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; and shall protect and indemnify the Airport and its representatives against any claim or liability arising from or based on their violation of such. Refer to Article XX of the Lease.

3.6.2 Maintenance of Traffic

The Tenant Contractor's operations shall be in accordance with policies of the Airport and any other applicable public agency having jurisdiction over the Airport and the Facility. These operations shall cause no

unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the specifications or on a temporary basis by the BBCM, traffic shall be permitted to pass through the work area. The Tenant Contractor shall coordinate with the various agencies both commercial and public, involved in the collection and removal of trash and garbage, so that adequate services are maintained.

Safe and adequate pedestrian and vehicular access shall be provided and maintained at all times.

3.6.3 Cleanup and Dust Control

Throughout all phases of construction, including suspension of the work, and until final acceptance of the Project and the Tenant Improvements, the Tenant Contractor shall keep the work area clean and free from rubbish, excess materials and debris generated by construction activities.

All solid and chemical wastes (hazardous waste residuals) shall be appropriately disposed off-site, as required by Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Liability for such wastes belongs to the Tenant or the Tenant Contractor if so specified between those parties.

The Tenant Contractor shall also be responsible for all required dust control measures in temporary storage yards and staging areas. The Tenant Contractor shall employ whatever steps, procedures or means necessary to prevent any dust nuisance due to their construction operations. The dust control measures shall be maintained at all times to the satisfaction of the BBCM and in accordance with the requirements of Bexar County or other agencies having jurisdiction. Airport approved dust palliatives shall also be used. Submit proposed measures to the Airport for review and approval.

3.6.4 Final Cleanup

Before final acceptance, all private or public property and grounds occupied by the Tenant Contractor in connection with the work shall be cleaned of all rubbish, excess debris, materials, temporary structures and equipment, and all parts of the work area shall be left in an acceptable condition.

3.6.5 Failure of the Tenant Contractor to Maintain the Site

If the Tenant Contractor fails to provide adequate Maintenance of Traffic or Cleanup and Dust Control or to correct deficiencies resulting from abnormal weather conditions, the Airport has the authority to suspend the work wholly or in part until deficiencies have been corrected

If the Tenant Contractor fails to comply with the Airport's written order to provide adequate maintenance of traffic, cleanup, dust control, or to correct deficiencies resulting from abnormal weather conditions, the Airport can have this work accomplished by other sources at the expense of the Tenant(s).

The Tenant Contractor agrees to cooperate fully with the other source accomplishing this work and agrees that this action shall not invalidate the Contract or release the surety.

3.7 Control of the Work

3.7.1 Cooperation with Utilities

The Airport will endeavor to have all required utility mains installed as specified in the design drawings, specifications, other construction documents, Schedule of Improvements and Lease. Refer to Section XX of the Lease.

3.7.2 Cooperation among Contractors

The Airport reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Tenant Contractors.

When separate contracts are let within the limits of the Facility, each Tenant Contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Tenant Contractors. All Tenant Contractors working on the Facility shall cooperate with each other as directed by the BBCM.

Each Tenant Contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the Airport, the Airport's Design Team and BBCM from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by them because of the presence and operations of other Tenant Contractors working within the limits of the same Facility area.

The Tenant Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Tenant Contractors or that of the BBCM, within the limits of the same Project. The Tenant Contractor shall join their work with that of others in an acceptable manner and shall per-form it in proper sequence to that of the others.

3.8 Legal Regulations and Responsibility to the Public

3.8.1 Public Convenience and Safety

The Tenant Contractor shall at all times conduct their work so as to assure the least possible obstruction to traffic and adjacent businesses or Airport users. The safety, convenience, and the protection of persons and property, of the general public and residents along the street, highway, and areas adjacent to the work area shall be provided for by the Tenant Contractor.

3.8.2 Work Hours

The Tenant Contractor shall comply with the Airport and other City requirements concerning work hours and noise level during construction.

3.8.3 Barricades and Warning Signs

The Tenant Contractor shall submit a vehicle and pedestrian control plan to the BBCM and the Airport for their review and approval, indicating how the Tenant Contractor will provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Partially or fully closing roads may only occur following receipt of written approval from the Airport, and under the conditions of closure set forth in the approval.

3.8.4 Protection and Restoration of Property and Landscape

The Tenant Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the BBCM has witnessed or otherwise referenced their location and shall not move them until directed.

The Tenant Contractor shall be responsible for all damage or injury to property of any character, during the performance of the work, resulting from any act, omission, neglect, or misconduct in their manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Tenant Contractor, the Tenant Contractor shall restore, at no cost to the Airport or the BBCM, such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Such damage shall include but not be limited to landscaped areas. The Tenant Contractor shall re-grade, replace or repair, or pay the costs of doing same, the disturbed area as directed and restore the surface material to match existing in type and quality.

When construction is within temporary construction easements, the Tenant Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements, or pay the cost of doing same. Such restoration shall include, but not be limited to, asphalt, walkways, fencing, lighting, sprinklers, landscaping, etc. In the case of landscaping, the Tenant Contractor or Airport designee may remove and store sod and plant material. If, in the determination of the Airport, the sod and/or plant material did not survive the transplanting in good condition, the Tenant Contractor shall replace the sod and/or plant material to match in type and quality. In addition, the Tenant Contractor may remove for eventual replacement any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material to match shall be installed.

The Tenant Contractor shall not dump spoils or waste material on private property without the prior written permission of the Airport or property owner. All such dumping shall be in strict conformance with the directions provided by the Airport.

3.8.5 Contractor Responsibility for Utility Property and Services

At points where the Tenant Contractor's activities are adjacent to property or installations of utilities, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

The Tenant Contractor shall cooperate with the owners of any utility lines for their removal and/or rearrangement so that operations may progress in a reasonable manner, that duplication of work may be reduced to a minimum, and that services rendered by those parties shall not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage, the Tenant Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants, charged sprinkler lines or dry sprinkler standpipes until provisions for continued service have been approved by the City of San Antonio Fire Department.

The Tenant Contractor shall assume full responsibility for damages to any facility or utility as a result of failing to obtain information as to its location, failing to perform its duties in a careful, prudent manner, or failing to

take measures for protection of the facilities/utilities. The Tenant Contractor is liable to the owner of the facility/utility for the total cost of the repair. Refer to Section 4.10 of the Lease.

3.8.6 Personal Liability and Public Officials

In carrying out any provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no personal liability upon the Airport personnel, Airport Engineer, or their authorized representatives, it being understood that in all such matters they act solely as agents and representatives of the Airport. Refer to Section XX in the Lease.

3.9 Obligations during Construction

3.9.1 Work in this Section

The BBCM shall hold Project meetings throughout the construction period to enable orderly review during the progress of the work and to provide for systematic discussion of construction and administrative issues.

3.9.2 Work not in this Section

Tenant Contractor's relations with its subcontractors and materials suppliers, and discussions relative thereto, are the Tenant Contractor's responsibility and shall not be part of project meeting content or agenda. Further, discussions on any subject not related to the Scope of Work of this Project shall not be part of project meeting content or agenda.

3.9.3 Authority

All persons designated by Tenant to attend and participate in the Project meetings shall have all required authority to commit the Tenant Contractor to decisions and solutions agreed upon in the Project meetings.

3.9.4 Meeting Schedule

Progress meetings shall be held every week, or as needed, starting on the date and time agreed at the Pre-construction meeting.

Coordinate as necessary to establish a mutually acceptable schedule for the meetings.

3.9.5 Construction Schedule

This Section covers the requirements and procedures for the Construction Progress Schedule to be maintained, and updated during the progress of the work by the Tenant Contractor.

A. Submittals

- Final Construction Progress Schedule: Submit immediately after, but no more than within ten (10) days from, receipt of Notice to Proceed a final version of the proposed Construction Schedule to the BBCM for review.
- Updated Schedules: Submit an updated Construction Progress Schedule bi-weekly or as directed by the Airport.

- Submittals: Submit three (3) copies to the BBCM.

B. Progress Reviews

The Tenant Contractor shall participate in joint review and evaluation of the schedule, on a monthly basis, or when requested by the BBCM.

C. Limitation of Responsibility

Neither the requirement to submit schedules for construction, authority of the BBCM to review the schedules, nor any decision made in good faith by the BBCM to exercise or not exercise such authority shall give rise to any responsibility or duty of the Airport, or to the BBCM, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the work.

D. Job Safety

The Tenant CM shall be responsible for its safety, the safety of its employees, its subcontractors, the public, and the worksite in general and shall comply with all applicable provisions of local, State and Federal law, regulations and orders affecting safety and health, including but not limited to the OSH Act, **San Antonio International Airport Design, Renovation & Construction Procedures** and the safety guidelines published by the BBCM. Refer to Section **XX** of the Lease.

Tenants and their contractors must pay particular attention to matters concerning safety while working near and around public areas of the airport. It is the Tenant's responsibility to ensure that their contractors employ safety-conscious practices and the standards set by authorities having jurisdiction. Tenants and their contractors shall comply with and will adhere to all instructions regarding public safety, which may be issued during the course of construction by the Airport.

E. Quality Assurance and Control

Tenant Contractor is responsible for establishing and implementing a Quality Assurance program that ensures timely and cost-effective completion of the work.

Responsibilities of the Tenant Contractor are:

- Coordinate work of all subcontractors and work of all separate contracts, if any, assigned to the Tenant Contractor;
- Cooperate with other contractors, if any, and the BBCM in performing work on the site;
- Cooperate and coordinate with the BBCM in accommodating any Airport furnished or Project materials, furnishings, and equipment, and its installation;
- Establish on-site lines of authority and communication;
- Prepare for and attend project meetings with BBCM;
- Furnish and maintain during the entire Contract Time a competent staff of experienced construction, administrative and supervisory personnel in sufficient numbers to meet the Contract completion date;
- Furnish a detailed time schedule of operations for the entire work (refer to Construction Progress Schedule Section); monitor the schedule as work progresses and revise the schedule at appropriate and specified intervals to reflect actual progress;
- Submit and obtain approval from the Airport and/or the BBCM of a Vehicle and Pedestrian Control Plan;
- Verify that applications for permits, inspections, temporary facilities, and permanent utilities are processed in a timely fashion;

- Unless otherwise shown or specified, locate, identify, protect, and maintain existing water, gas, sewer, irrigation, and drain lines; lighting, power, and telephone conduits and wires; and all other existing surface or sub-surface structures. Do not disturb, disconnect, or damage these improvements during the progress of work. Maintain all existing planting and trees, which are to remain. The Tenant Contractor shall satisfactorily repair or replace, at their expense, damage to existing improvements of all kinds, and to adjacent private and public property or rights-of-way, that results directly or indirectly from their operations;
- Resolve conflicts that may develop among subcontractors and vendors over access to, and utilization of, the restricted spaces available for construction activities, materials, and equipment.
- The Tenant's Contractor shall provide a quality construction product. To establish the level of quality, the Tenant, as a minimum, shall require its contractor to use the quality standards as apparent in the existing BB. This level of quality shall include without limitation, meeting or exceeding standards having to do with the grades, thickness, and strengths of construction and finish materials used. This level of quality also includes National or International Standards that must be met, any samples that must be submitted, any testing required assuring quality, any experience required of installers, all fabrication and installation tolerances and other related quality items. The Airport shall have the right to inspect all work, at any time and assure itself the minimum quality level required is being provided.

Time is of the essence for this project. The Tenant Contractor and subcontractors are responsible to thoroughly review the Drawings and Specifications and, in a timely manner, notify the BBCM on issues that require resolution so as not to impact the milestone and Substantial Completion dates for this project.

F. Construction Facilities/Temporary Controls

This Section covers general requirements for construction facilities and temporary controls for the work. Principal items include:

a) General

Drawings indicate the building site and related areas within the Facility building available for the work, keep areas orderly, free of hazards, and leave in clean condition acceptable to the Airport, BBCM and public authorities.

b) Temporary Storage Facilities

Tenant Contractors shall provide such temporary storage facilities as are necessary to protect materials and equipment delivered to the site from damage and shall maintain temporary storage areas in a clean and slightly condition. If on-site storage areas are inadequate, arrange and pay for necessary off-site facilities at Tenant cost.

c) Temporary Field Office

If needed, Tenant Contractor shall request and receive approval of the Airport prior to locating a Temporary Field Office within the Project area.

d) Fire Protection

Maintain good housekeeping practices to reduce risk of fire damage. Remove scrap materials, rubbish and trash daily from, in and about building and adjacent areas.

Provide storage in the Tenant Contractor's staging area for flammable materials and paints; storage in a building is prohibited. Keep excess flammable liquids being used inside the building in closed metal containers; remove from building daily.

Provide a fire extinguisher at each location where cutting or welding is being performed and in the jobsite trailer. Interpose shields of incombustible material to protect against fire damage from welding or cutting sparks and hot metal.

e) Final Clean Up

Fully clean all surfaces of the construction and site including fixtures, walls, soffits, floors, horizontal projections, walkways, rails, and all like surfaces, and adjoining public property.

G. Utilities and Utility Charges

Tenant shall be responsible for the payment of any utility connections required for and during the construction of its Tenant Improvements. BBCM will bear the cost of the utility services required for and during the construction of the Tenant Improvements.

H. Notice of Tenant Improvement Substantial Completion

When the Tenant's Contractor considers that the work is substantially complete, the Tenant's Contractor shall notify the Tenant and the Airport that the work is ready for inspection. See Section XX of the Lease.

I. Inspections

The Airport will inspect and test the Tenant's construction work (hereafter called the Work.) Refer to Section XX of the Lease. The Airport may perform any tests to observe the Tenant's Contractor work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment, furnishings, fixtures, systems and finishes installed satisfy the requirements of the "Approved" or "Approved as Noted" construction contract documents, approved shop drawings, product data and sample submittals, and the Tenant Contractor's warranties. The Tenant's Contractor shall permit inspectors access and provide the means of access to the Work as well as whatever access and means of access is needed to off-site facilities used to store or manufacture materials, furnishings, fixtures and equipment to be incorporated into the Work, and shall respond to any other reasonable request to further the inspectors observations. Any tests required to be performed as a result of an inspector's observations shall not relieve the Tenant's Contractor of any of its obligations under its owner-contractor agreement.

Inspectors assigned to the Work by the Airport are authorized to reject any Work, any fixtures, systems, materials, equipment, furnishings or any component of the Work, which is not as required or as specified in the Approved Construction Contract Documents. Any such rejection will be communicated by the Airport in writing to the Tenant and the Tenant's Contractor.

After receipt of the Tenant Contractor's Notice of Tenant Improvement Substantial Completion of the Work, the Tenant's Design Consultant, the Tenant, a representative of the Airport and the Tenant's Contractor shall make an inspection of the Work to determine whether the Work has been completed in accordance with the Approved Construction Contract Documents and to review the Tenant Contractor's punch list. Normally, this inspection will occur within ten (10) calendar days.

If in the opinion of the Tenant's Design Consultant and the Airport the work has not been completed to the required stage, the parties shall cease the inspection. If, however the work has been completed to the required stage, a punch list shall be prepared by the Tenant's Contractor, which shall consist of those items listed by the Tenant's Contractor to be completed or corrected as supplemented by those items of work observed and noted by others during such inspections.

The Tenant's Contractor shall also ensure that all inspections are carried out by the designated Code Inspector and that all work subject to other required permits is also inspected by the appropriate required inspectors and coordinate with the Construction Manager.

J. Certificate of Tenant Improvement Substantial Completion

When the Airport determines that the Work or designated portion thereof is complete to its satisfaction, the Tenant will prepare a Certificate of Tenant Improvement Substantial Completion of the Work, which shall establish the date of substantial completion of the Work and initiate the Warranty Period. The Certificate shall state the responsibilities of the Tenant, the Airport and the Tenant's Contractor for security, maintenance, property insurance premiums, and damage to the Work. It shall also state on a punch list, items still to be completed by the Tenant's contractor and fix the time within which the Tenant's Contractor shall complete the items listed therein.

K. Final Inspection and Acceptance of Work

The Tenant's Contractor shall notify the Tenant's Design Consultant and the Airport in writing when all the punch list items have been completed and cleanup has been done. The Tenant, the Tenant's Design Consultant and the representative of the Airport shall then make the final inspection for the purpose of ascertaining that the Work has been fully completed in accordance with the requirements of the Approved

L. Construction and Contract Documents (As-Built Drawings)

The Tenant shall forward as-built drawings with electronic copies (PDF and CAD files on CD or by otherwise agreed file transfer protocol) to the Airport within thirty (30) days of acceptance.

Exhibit C
Project Site and Lease Site

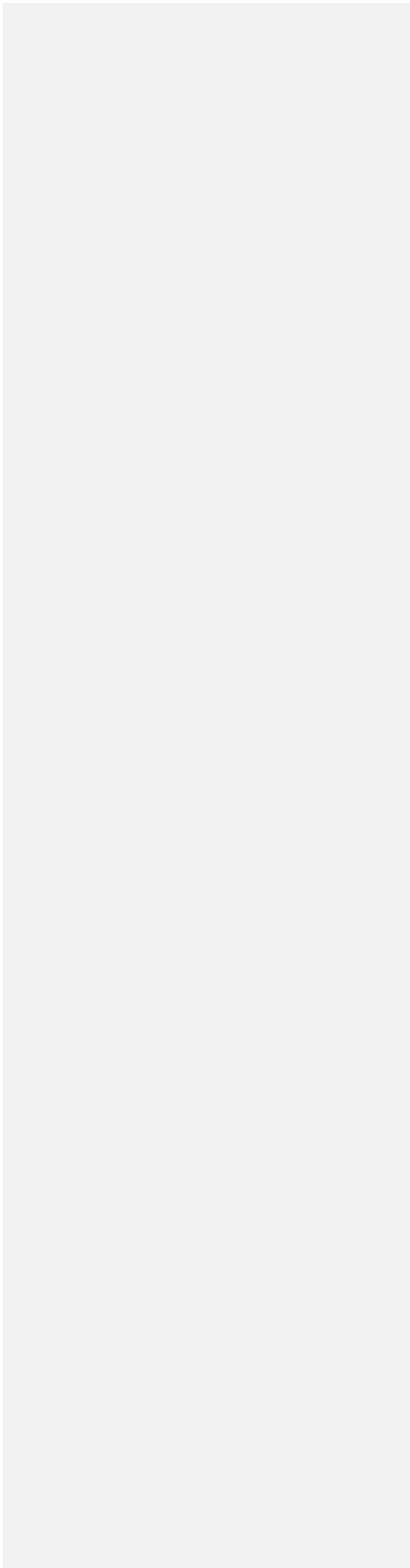




EXHIBIT C - SITE

 CONSTRUCTION LIMITS: 558,000 SF
 LEASE SITE: 488,275 SF


 505 14TH STREET
 SUITE 1000
 OAKLAND, CA 94612

NOT FOR CONSTRUCTION

CONSULTANTS:



SAN ANTONIO INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY
 SAN ANTONIO, TX

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 SHEET NO.
 EXHIBIT C



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1 ARCHITECTURAL SITE PLAN
 1" = 50'-0"

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**Exhibit D
Floor Plan Summary Sheet**

Exhibit D-1 – Level 0 Plan

Exhibit D-2 – Level 1 Plan

Exhibit D-3 – Level 2 Plan

Exhibit D-4 – Mezzanine Level Plan

Exhibit D-5 – Level 3 Plan

Exhibit D-6 – Level 4 Plan

Exhibit D-7 – Roof Level Plan

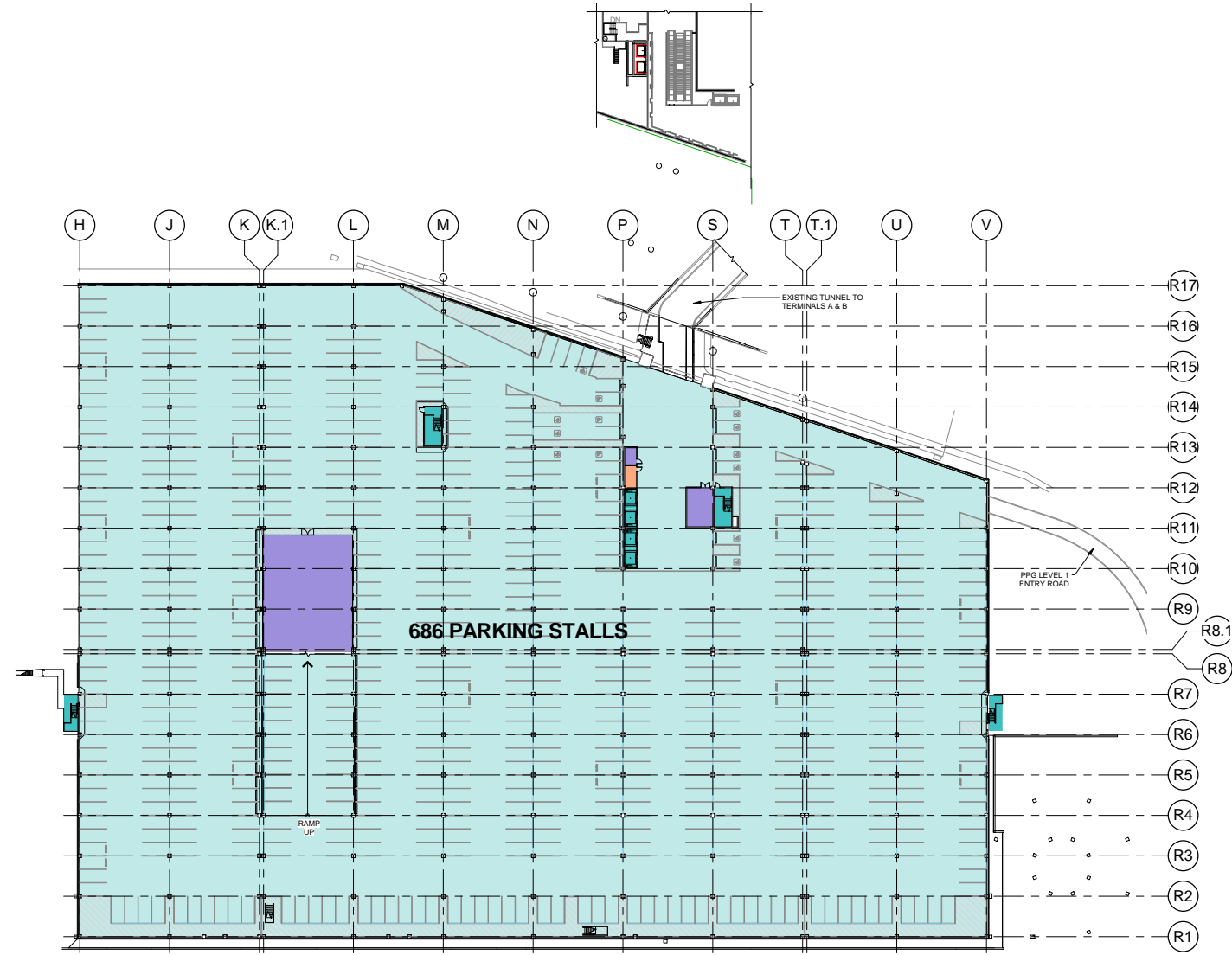
EXHIBIT D
Space Breakdown
Consolidated Rental Car Facility
San Antonio International Airport

| | Public Parking in Square Feet | | | CONRAC in Square Feet | | | | | | | Total Facility |
|--|-------------------------------|------------------------|-------------------------|------------------------|------------------------|--------------------|------------------------|------------------------|---------------------------|------------------|------------------|
| | Public Parking | | Total | CONRAC | CSB | | CONRAC | | | Total | |
| | Exhibit D-1 Level 0 | Exhibit D-2 Level 1 | Parking Levels 0 & 1 | Exhibit D-2 Level 1 | Exhibit D-3 Level 2 | Exhibit D-4 CSB | Exhibit D-5 Level 3 | Exhibit D-6 Level 4 | Exhibit D-7 Roof Level | Sq. Ft. | |
| Common Use Areas (CONRAC) | | | | 6,442 | 37,847 | 17,810 | 33,329 | 33,329 | - | 128,757 | 128,757 |
| Common Use Areas (Sky Bridge) | - | - | - | - | - | 2,158 | - | - | - | 2,158 | 2,158 |
| Common Use Operational Areas (CONRAC) | - | - | - | 77,014 | 55,967 | 4,829 | 55,967 | 56,717 | 48,997 | 299,491 | 299,491 |
| Common Use Operational Areas (QTA) | - | - | - | - | 34,171 | - | 34,171 | 33,421 | - | 101,763 | 101,763 |
| Common Use (Vertical Circulation) | 1,460 | 1,469 | 2,929 | - | 1,872 | 1,001 | 1,922 | 2,226 | 1,460 | 8,481 | 11,410 |
| IDF Rooms (SAIA) | 118 | 383 | 118 | - | - | - | - | - | - | - | 118 |
| Public Parking | 231,002 | 215,751 | 446,753 | - | - | - | - | - | - | - | 446,753 |
| Exclusive Areas (CONRAC) | - | - | - | - | 194,600 | 12,540 | 194,073 | 194,057 | 199,560 | 794,830 | 794,830 |
| Reserved Area (CONRAC) | - | - | - | 5,795 | 185 | 1,238 | 178 | 178 | - | 7,574 | 7,574 |
| Reserved Area (SAIA) | 5,193 | 18,124 | 23,317 | - | - | - | - | - | - | - | 23,317 |
| Total Square Feet | 237,773 | 235,727 | 473,117 | 89,251 | 324,642 | 39,576 | 319,640 | 319,928 | 250,017 | 1,343,054 | 1,816,171 |
| Percentage of Total Square Footage | 26.1% | | | 73.9% | | | | | | | 100.0% |
| | | | | | | CSB | | | | | |
| CFC Eligible Routine Maintenance Areas | | | | | | Exhibit C-4 | | | | | |
| Public View Areas | | | | | | 28,307 | | | | | |
| Common Use Areas (Sky Bridge) | | | | | | 2,158 | | | | | |
| | | | | | | 30,465 | | | | | |

EXHIBIT D-1 - LEVEL 0 PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 1,460 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 118 SF | IDF Rooms (SAIA) |
| 231,002 SF | Public Parking Facility (SAIA) |
| 5,193 SF | Reserved Area (SAIA) |

Level 0 Total: 237,773 SF



TranSystems
505 14TH STREET
SUITE 1000
OAKLAND, CA 94612

NOT FOR CONSTRUCTION

CONSULTANTS:

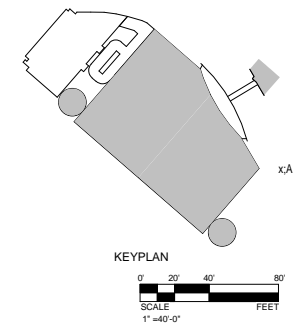


**SAN ANTONIO INTERNATIONAL AIRPORT
CONSOLIDATED RENTAL CAR FACILITY**
SAN ANTONIO, TX

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LEVEL 0 PLAN
SHEET NO.
EXHIBIT D-1



1 LEVEL 0 PLAN
1" = 40'-0"

EXHIBIT D-2 - LEVEL 1 PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 6,442 SF | Common Use Areas (public areas) (CONRAC) |
| 1,469 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 77,014 SF | Common Use Operational Areas (CONRAC) |
| 383 SF | IDF Rooms (SAIA) |
| 215,751 SF | Public Parking Facility (SAIA) |
| 5,795 SF | Reserved Area (CONRAC) |
| 18,124 SF | Reserved Area (SAIA) |

Level 1 Total: 324,978 SF

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 OAKLAND, CA 94612

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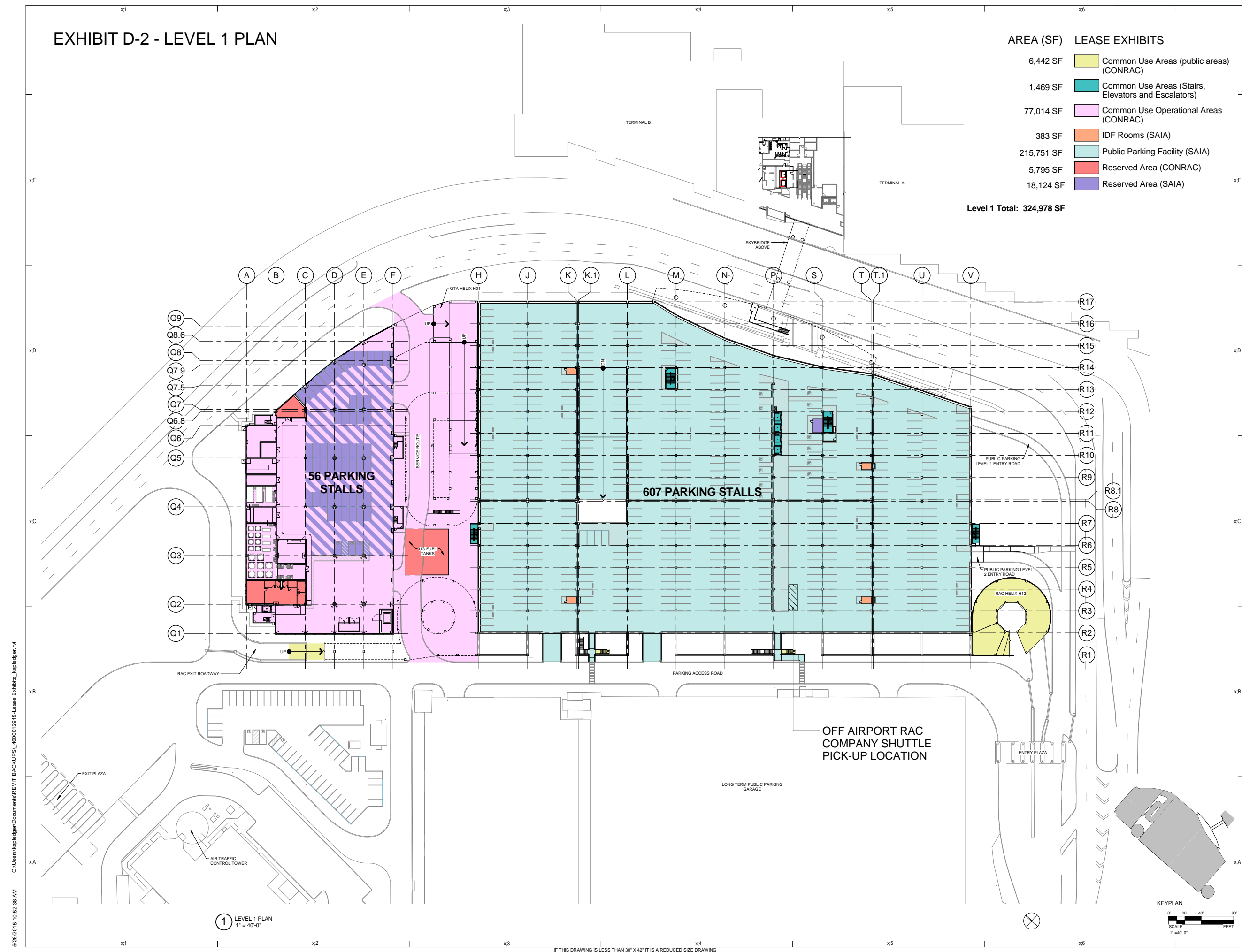


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 SAN ANTONIO, TX

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LEVEL 1 PLAN
 SHEET NO.
EXHIBIT D-2



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1 LEVEL 1 PLAN
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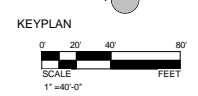
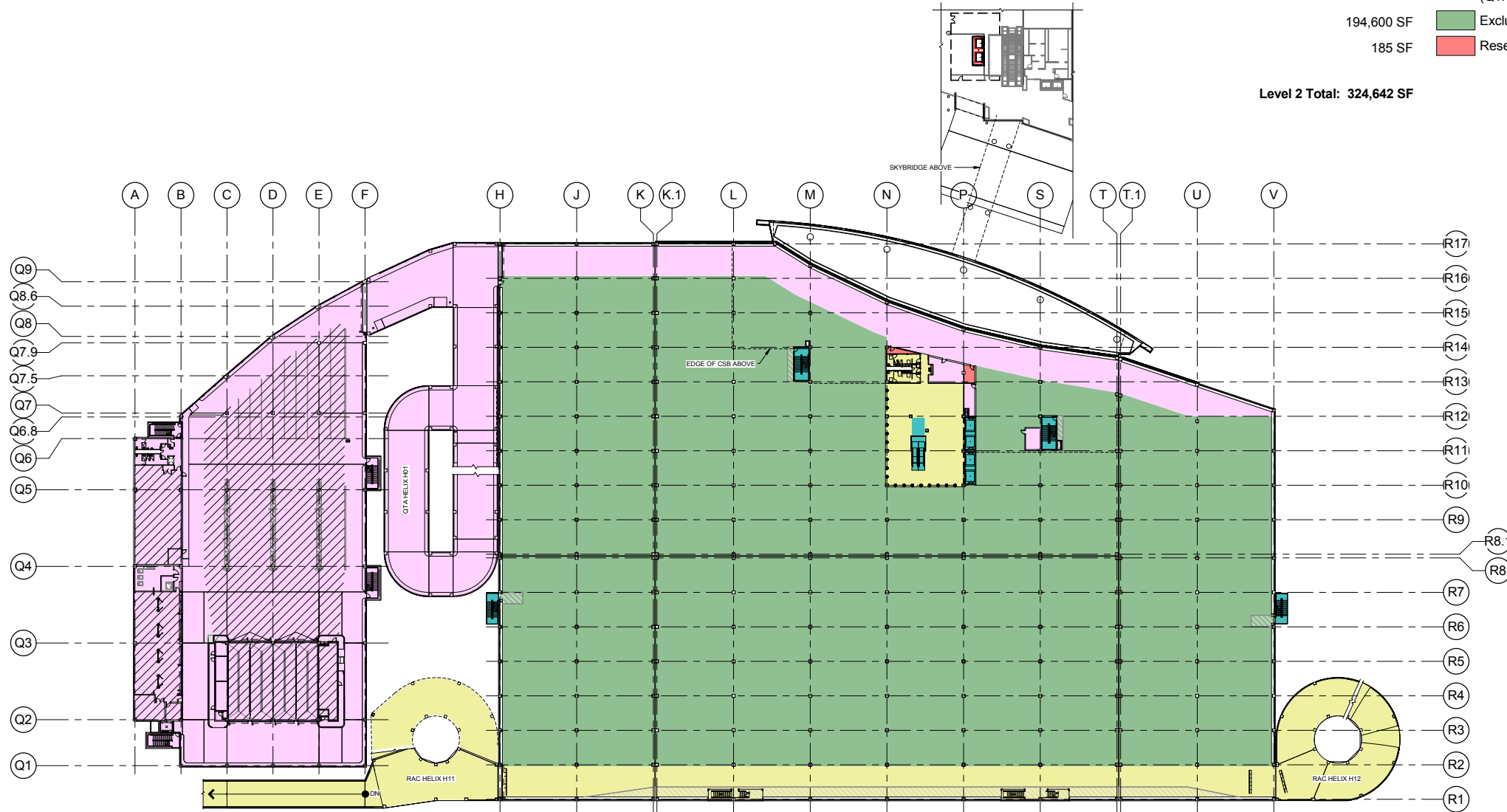


EXHIBIT D-3 - LEVEL 2 PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 37,847 SF | Common Use Areas (public areas) (CONRAC) |
| 1,872 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 55,967 SF | Common Use Operational Areas (CONRAC) |
| 34,171 SF | Common Use Operational Areas (QTA) |
| 194,600 SF | Exclusive Areas (CONRAC) |
| 185 SF | Reserved Area (CONRAC) |

Level 2 Total: 324,642 SF



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OAKLAND, CA 94612

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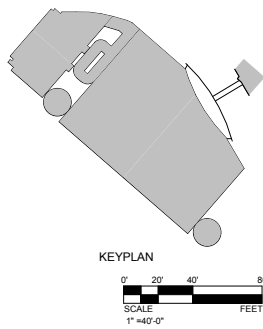
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CONSOLIDATED RENTAL CAR FACILITY**
SAN ANTONIO, TX

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LEVEL 2 PLAN

SHEET NO.
EXHIBIT D-3

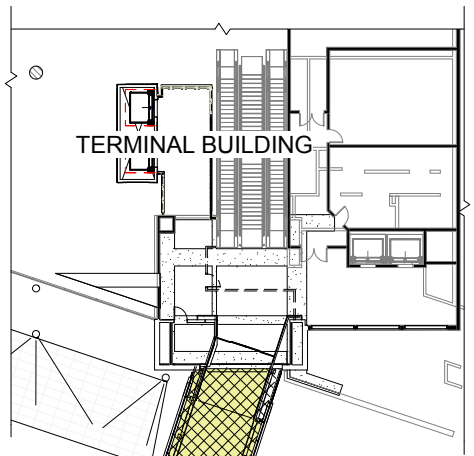


1 LEVEL 2 PLAN
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EXHIBIT D-4 - MEZZANINE LEVEL PLAN



| AREA (SF) | LEASE EXHIBITS |
|-----------------------------------|---|
| 17,810 SF | Common Use Areas (public areas) (CONRAC) |
| 1,001 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 4,829 SF | Common Use Operational Areas (CONRAC) |
| 12,540 SF | Exclusive Areas (CONRAC) |
| 1,238 SF | Reserved Area (CONRAC) |
| 2,158 SF | Common Use Operational Areas (Sky Bridge) |
| Mezzanine Total: 39,576 SF | |
| 28,307 SF | Public View Area (Customer Service Lobby) |

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OAKLAND, CA 94612

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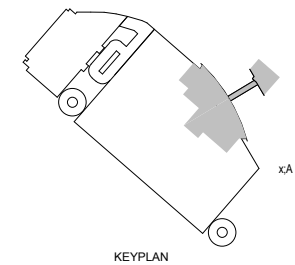
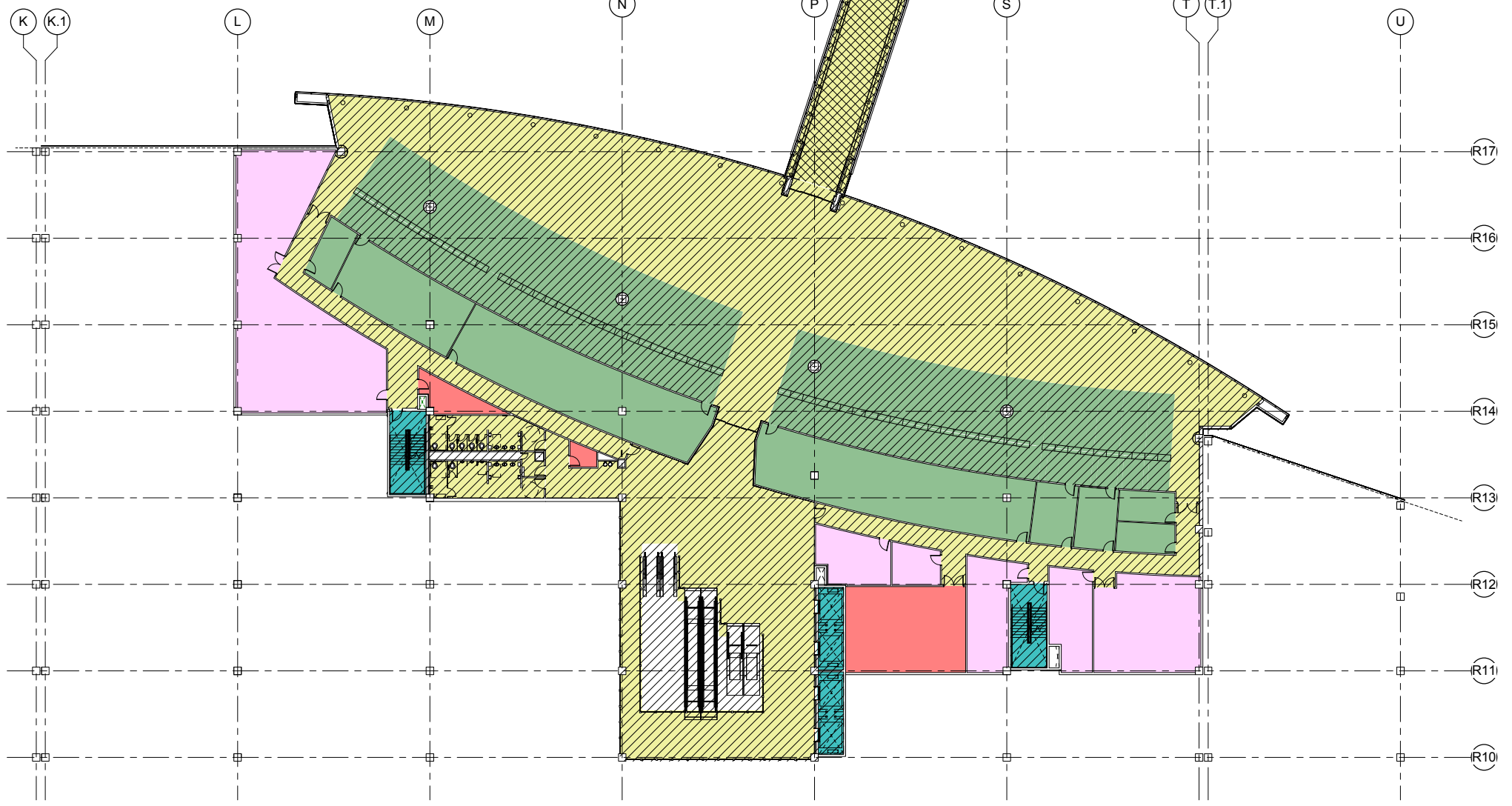
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SAN ANTONIO, TX

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MEZZANINE LEVEL PLAN
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EXHIBIT D-4



1 MEZZANINE LEVEL PLAN
1/16" = 1'-0"

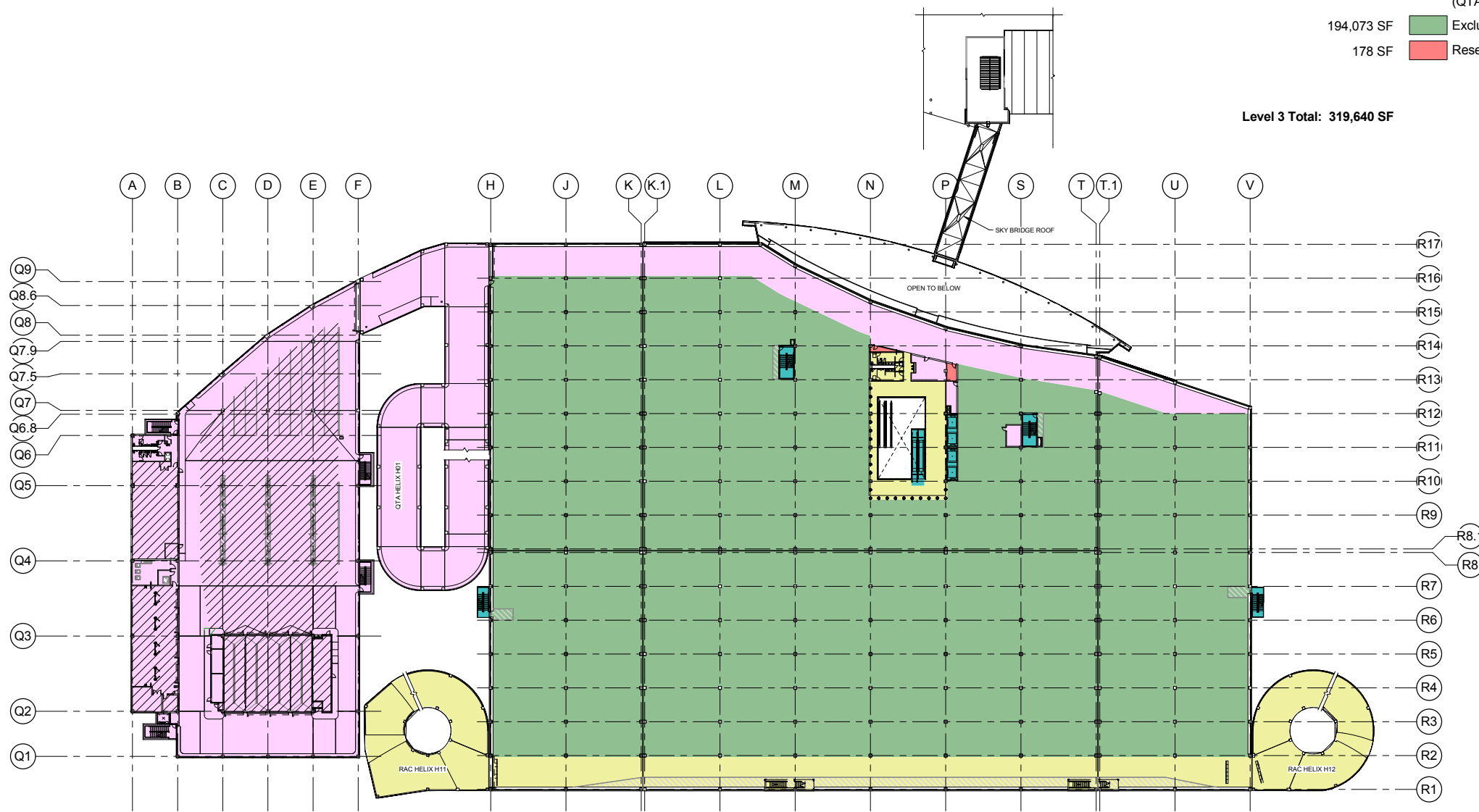
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EXHIBIT D-5 - LEVEL 3 PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 33,329 SF | Common Use Areas (public areas) (CONRAC) |
| 1,922 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 55,967 SF | Common Use Operational Areas (CONRAC) |
| 34,171 SF | Common Use Operational Areas (QTA) |
| 194,073 SF | Exclusive Areas (CONRAC) |
| 178 SF | Reserved Area (CONRAC) |

Level 3 Total: 319,640 SF



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SUITE 1000
OAKLAND, CA 94612

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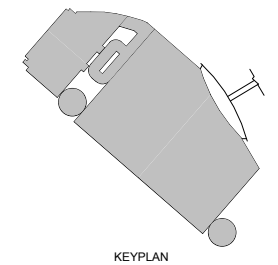


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SAN ANTONIO, TX

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LEVEL 3 PLAN
SHEET NO.
EXHIBIT D-5



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1 LEVEL 3 PLAN
1" = 40'-0"

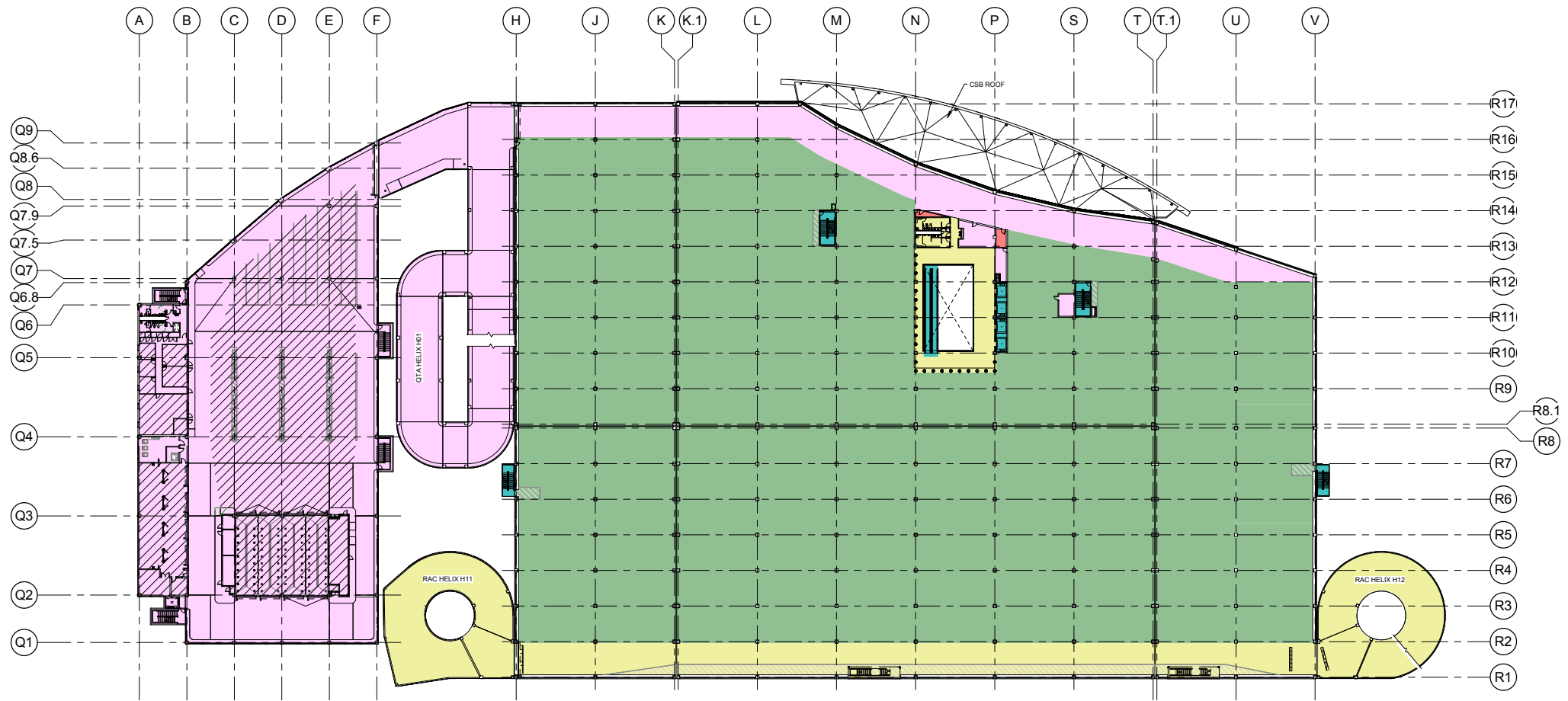
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EXHIBIT D-6 - LEVEL 4 PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 33,329 SF | Common Use Areas (public areas) (CONRAC) |
| 2,226 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 56,717 SF | Common Use Operational Areas (CONRAC) |
| 33,421 SF | Common Use Operational Areas (QTA) |
| 194,057 SF | Exclusive Areas (CONRAC) |
| 178 SF | Reserved Area (CONRAC) |

Level 4 Total: 319,928 SF



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CONSULTANTS:



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CONSOLIDATED RENTAL CAR FACILITY**
SAN ANTONIO, TX

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LEVEL 4 PLAN
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EXHIBIT D-6

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1 LEVEL 4 PLAN
1" = 40'-0"

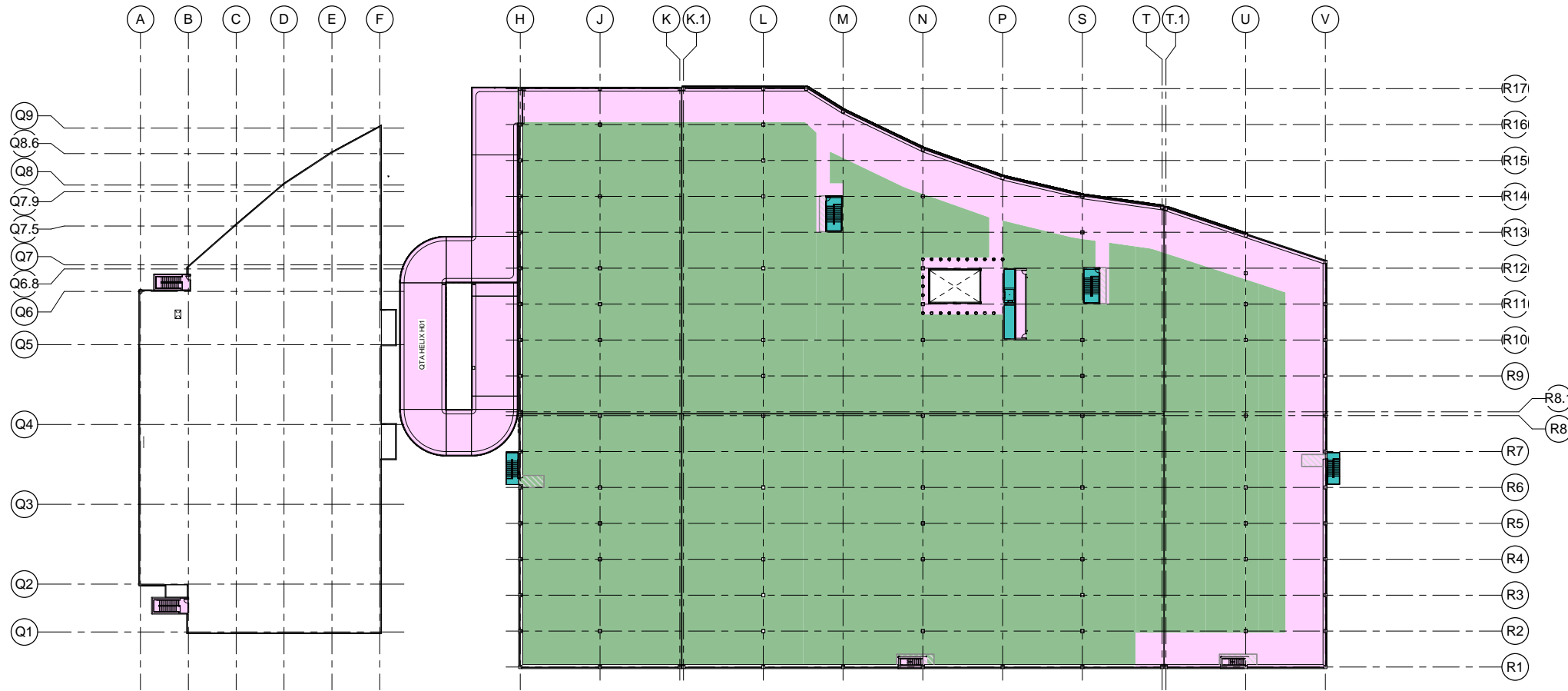


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EXHIBIT D-7 - ROOF LEVEL PLAN

| AREA (SF) | LEASE EXHIBITS |
|------------|---|
| 1,460 SF | Common Use Areas (Stairs, Elevators and Escalators) |
| 48,997 SF | Common Use Operational Areas (CONRAC) |
| 199,560 SF | Exclusive Areas (CONRAC) |

Roof Level Total: 250,017 SF



TranSystems
 505 14TH STREET
 SUITE 1000
 OAKLAND, CA 94612

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CONSULTANTS:

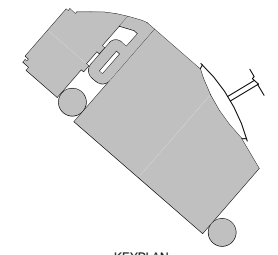


**SAN ANTONIO INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**
 SAN ANTONIO, TX

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 SHEET TITLE:

ROOF LEVEL PLAN
 SHEET NO.
EXHIBIT D-7



1 ROOF LEVEL PLAN
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Exhibit E
Summary of RAC Space Allocation

Exhibit E-1 – Initial Allocation: Level 2 Plan

Exhibit E-2 – Initial Allocation: Level 3 Plan

Exhibit E-3 – Initial Allocation: Level 4 Plan

Exhibit E-4 – Initial Allocation: Roof Level Plan

Exhibit E-5 – Initial Allocation: CSC Lobby Plan Mezzanine Level

EXHIBIT E

Operator Space Allocation Summary
Consolidated Rental Car Facility
San Antonio International Airport

| Operators | Exhibit E-5 - Initial Allocation: CSB Lobby Mezzanine Level | | | CONRAC Areas | | | | | | | | Ready/Return Stalls | Storage -- Exhibit E-4 Level 7 | |
|---------------------------|---|-----------------|-----------------|---------------------|----------------|----------------|-------------------|-----------|----------------|-----------|------------------|---------------------|--------------------------------|----------------|
| | Offices | Counter & Queue | Total CSB Space | Exhibits | Ready/Return | QTA | Total Square Feet | Stacking | Fuel positions | Wash Bays | Maintenance Bays | | Stalls | Square Feet |
| Enterprise/Alamo/National | 1,670 | 2,492 | 4,162 | Exhibit E-1 Level 3 | 194,600 | 34,171 | 228,771 | 32 | 18 | 4 | 4 | 680 | 470 | 88,909 |
| Hertz /Dollar/Thrifty | 1,570 | 2,375 | 3,945 | Exhibit E-2 Level 5 | 194,073 | 34,171 | 228,244 | 32 | 18 | 4 | 4 | 680 | 428 | 79,774 |
| Avis/Payless | 793 | 1,185 | 1,978 | Exhibit E-3 Level 6 | 125,226 | 18,946 | 144,172 | 21 | 10 | 2 | 2 | 445 | 77 | 14,985 |
| Budget | 255 | 480 | 735 | Exhibit E-3 Level 6 | 35,099 | 5,145 | 40,244 | 3 | 3 | Shared | 1 | 116 | 29 | 5,440 |
| Advantage | 237 | 240 | 477 | Exhibit E-3 Level 6 | 17,225 | 4,058 | 21,283 | 3 | 2 | Shared | 1 | 60 | 14 | 2,652 |
| Fox | 185 | 240 | 425 | Exhibit E-3 Level 6 | 5,593 | 1,679 | 7,272 | 1 | 1 | Shared | - | 20 | 14 | 2,574 |
| Sixt | 169 | 240 | 409 | Exhibit E-3 Level 6 | 5,425 | 1,763 | 7,188 | 2 | 1 | Shared | - | 19 | 14 | 2,606 |
| E-Z | 169 | 240 | 409 | Exhibit E-3 Level 6 | 5,489 | 1,830 | 7,319 | 2 | 1 | Shared | - | 20 | 14 | 2,620 |
| Total | 5,048 | 7,492 | 12,540 | | 582,730 | 101,763 | 684,493 | 96 | 54 | 12 | 12 | 2,040 | 1,060 | 199,560 |

EXHIBIT E-1 - INITIAL ALLOCATION: LEVEL 2 PLAN

| Area (Ready/Return) | Area (QTA) | Area (Total) | Initial Allocations | Stacking | Fuel Positions | Wash Bays | Maint. Bays | Ready/Return Stalls |
|---------------------|------------|--------------|---------------------------|----------|----------------|-----------|-------------|---------------------|
| 194,600 SF | 34,171 SF | 228,771 SF | Enterprise/Alamo/National | 32 | 18 | 4 | 4 | 680 |

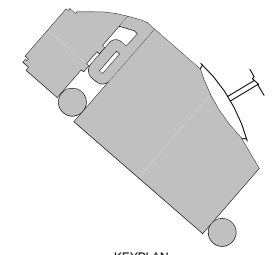
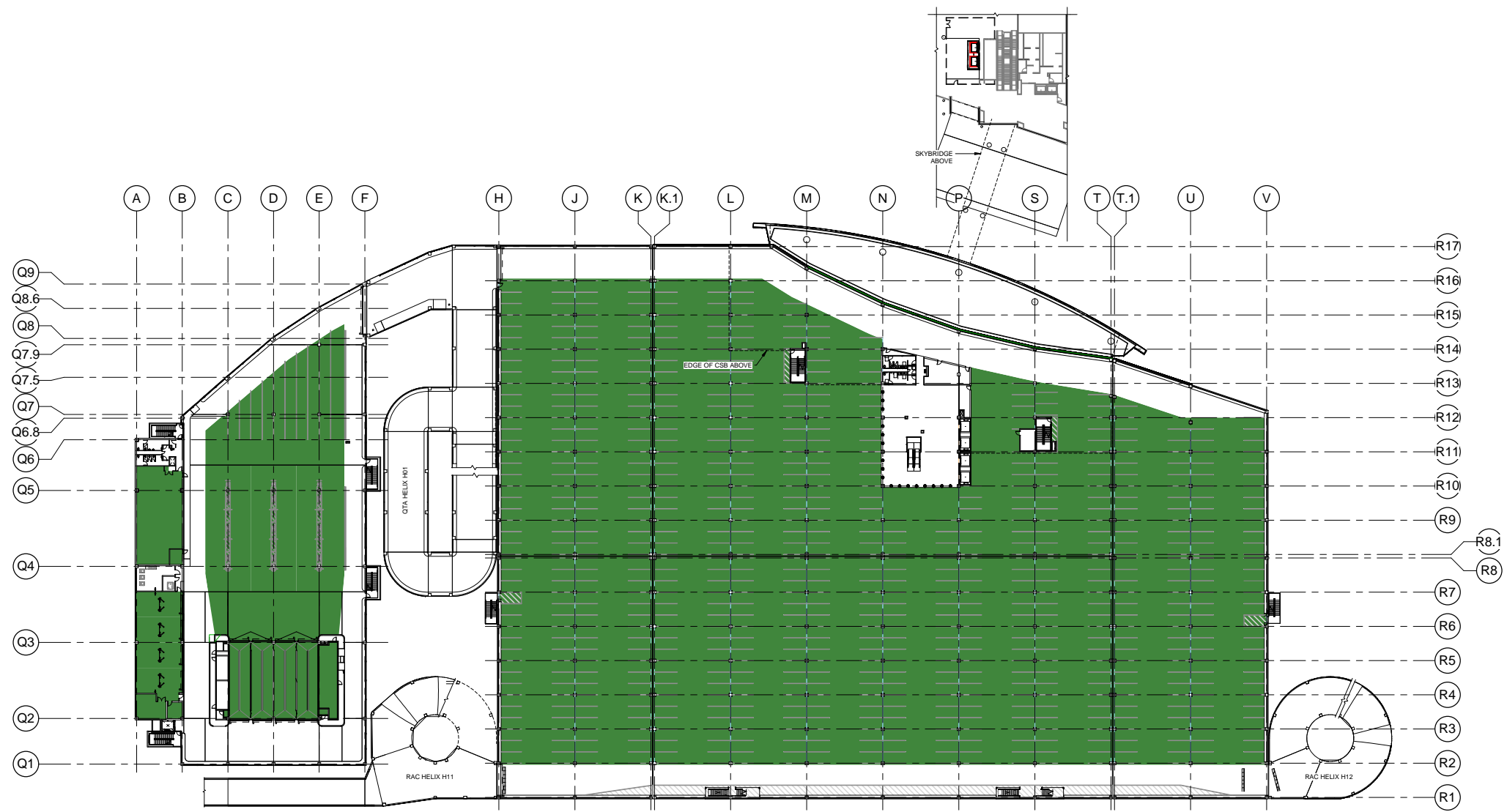
TranSystems
 505 14TH STREET
 SUITE 1000
 OAKLAND, CA 94612

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CONSULTANTS:



**SAN ANTONIO INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**
 SAN ANTONIO, TX



KEYPLAN
 SCALE 1"=40'-0"

1 INITIAL ALLOCATION - LEVEL 2 PLAN
 1"=40'-0"

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 INITIAL ALLOCATION -
 LEVEL 2 PLAN

SHEET NO.
 EXHIBIT E-1

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EXHIBIT E-2 - INITIAL ALLOCATION : LEVEL 3 PLAN

| | | | |
|---------------------|------------|--------------|---------------------|
| Area (Ready/Return) | Area (QTA) | AREA (Total) | Initial Allocations |
| 194,073 SF | 34,171 SF | 228,244 SF | Hertz /DTAG/Firefly |

| | | | | |
|----------|----------------|-----------|-------------|---------------------|
| Stacking | Fuel Positions | Wash Bays | Maint. Bays | Ready/Return Stalls |
| 32 | 18 | 4 | 4 | 680 |

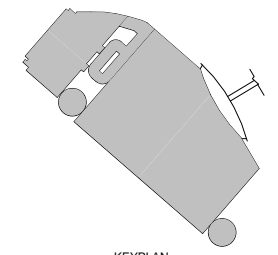
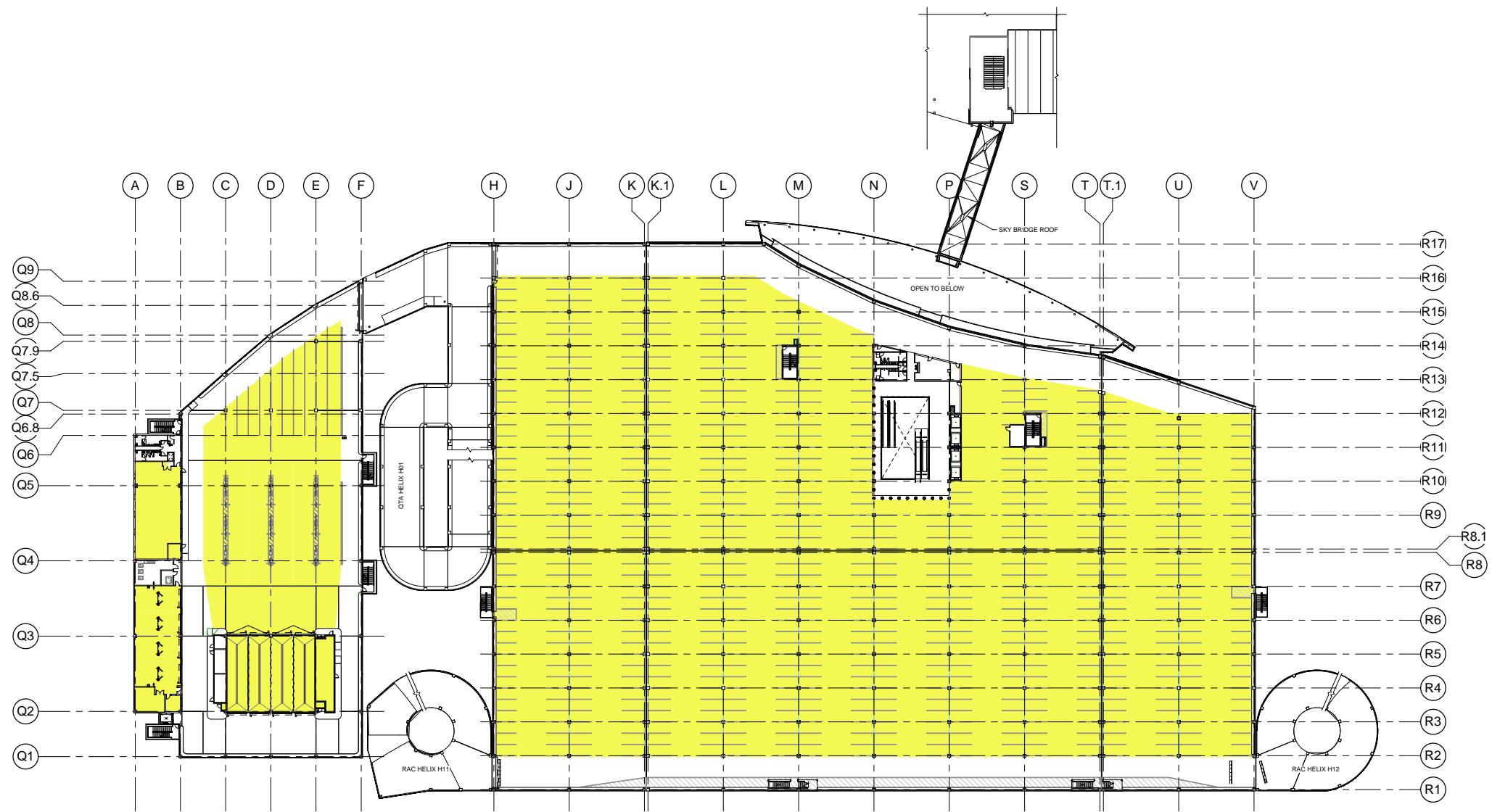


NOT FOR CONSTRUCTION

CONSULTANTS:



**SAN ANTONIO INTERNATIONAL AIRPORT
CONSOLIDATED RENTAL CAR FACILITY**
SAN ANTONIO, TX



1 INITIAL ALLOCATION - LEVEL 3 PLAN
1" = 40'-0"

| REVISIONS: | MARK | DATE | DESCRIPTION |
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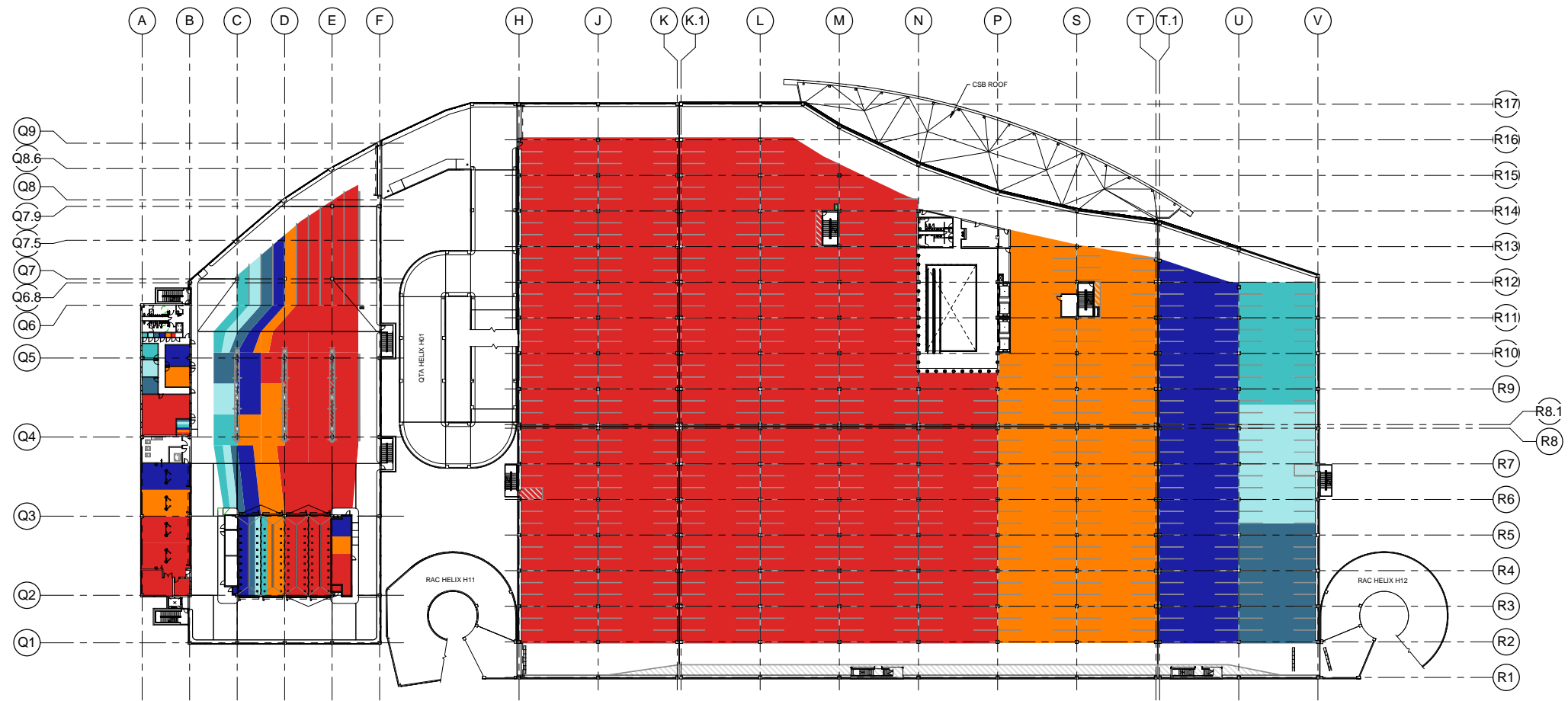
PROJ NO: 33-00079
SCALE: 1" = 40'-0"
DATE: 2015-05-26
DESIGNED BY:
DRAWN BY:
CHECKED BY:

SHEET TITLE:
INITIAL ALLOCATION - LEVEL 3 PLAN

SHEET NO.
EXHIBIT E-2

EXHIBIT E-3 - INITIAL ALLOCATION: LEVEL 4 PLAN

| Area (Ready/Return) | Area (QTA) | AREA (Total) | Initial Allocations | Stacking | Fuel Positions | Wash Bays | Maint. Bays | Ready/Return Stalls |
|--------------------------|------------------|-------------------|---------------------|-----------|----------------|-----------|-------------|---------------------|
| 17,225 SF | 4,058 SF | 21,283 SF | Advantage | 3 | 2 | Shared | 1 | 60 |
| 125,226 SF | 18,946 SF | 144,172 SF | Avis/Payless | 21 | 10 | 2 | 2 | 445 |
| 35,099 SF | 5,145 SF | 40,244 SF | Budget | 3 | 3 | Shared | 1 | 116 |
| 5,593 SF | 1,679 SF | 7,272 SF | Fox | 1 | 1 | Shared | 0 | 20 |
| 5,425 SF | 1,763 SF | 7,188 SF | Sixt | 2 | 1 | Shared | 0 | 19 |
| 5,489 SF | 1,830 SF | 7,319 SF | E-Z | 2 | 1 | Shared | 0 | 20 |
| Total: 194,057 SF | 33,421 SF | 227,478 SF | | 32 | 18 | 4 | 4 | 680 |



TranSystems
505 14TH STREET
SUITE 1000
OAKLAND, CA 94612

NOT FOR CONSTRUCTION

CONSULTANTS:

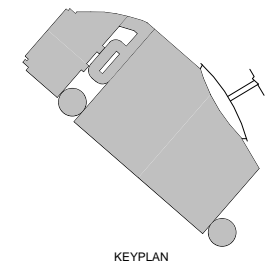


**SAN ANTONIO INTERNATIONAL AIRPORT
CONSOLIDATED RENTAL CAR FACILITY**
SAN ANTONIO, TX

| REVISIONS: | MARK | DATE | DESCRIPTION |
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PROJ NO: 33-00079
SCALE: 1" = 40'-0"
DATE: 2015-05-26
DESIGNED BY:
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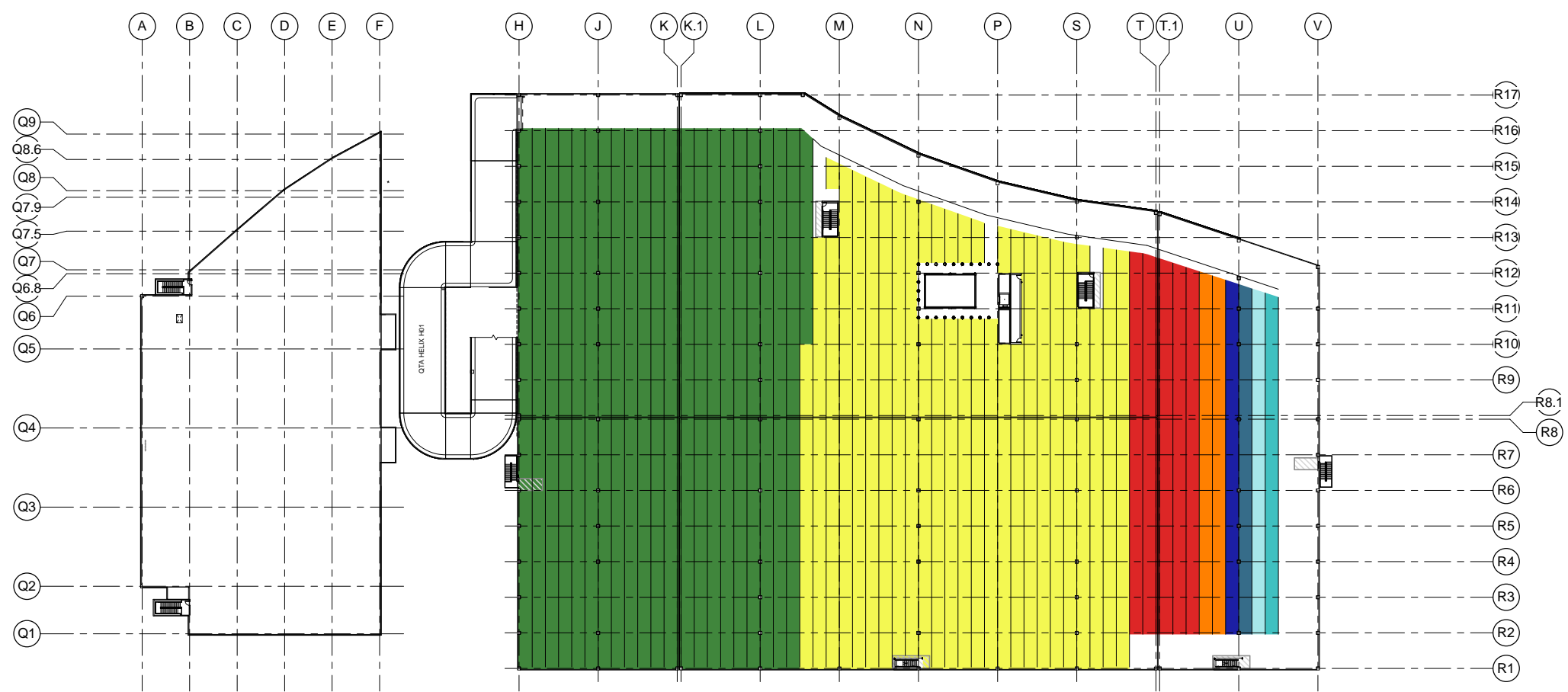
SHEET TITLE:
**INITIAL ALLOCATION -
LEVEL 4 PLAN**
SHEET NO.
EXHIBIT E-3



1 INITIAL ALLOCATION - LEVEL 4 PLAN
1" = 40'-0"

EXHIBIT E-4 - INITIAL ALLOCATION : ROOF LEVEL PLAN

| AREA (SF) | Initial Allocations | Storage Stalls |
|--------------------------|---------------------------|----------------|
| 79,774 SF | Hertz /DTAG/Firefly | 428 |
| 88,909 SF | Enterprise/Alamo/National | 470 |
| 2,652 SF | Advantage | 14 |
| 14,985 SF | Avis/Payless | 77 |
| 5,440 SF | Budget | 29 |
| 2,574 SF | Fox | 14 |
| 2,606 SF | Sixt | 14 |
| 2,620 SF | E-Z | 14 |
| Total: 199,560 SF | | 1060 |



TranSystems
 505 14TH STREET
 SUITE 1000
 OAKLAND, CA 94612

NOT FOR CONSTRUCTION

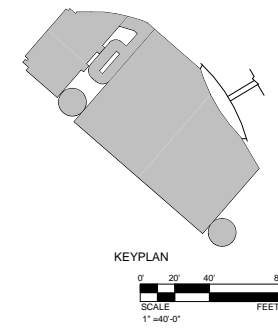


**SAN ANTONIO INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**
 SAN ANTONIO, TX

| REVISIONS: | MARK | DATE | DESCRIPTION |
|------------|------|------|-------------|
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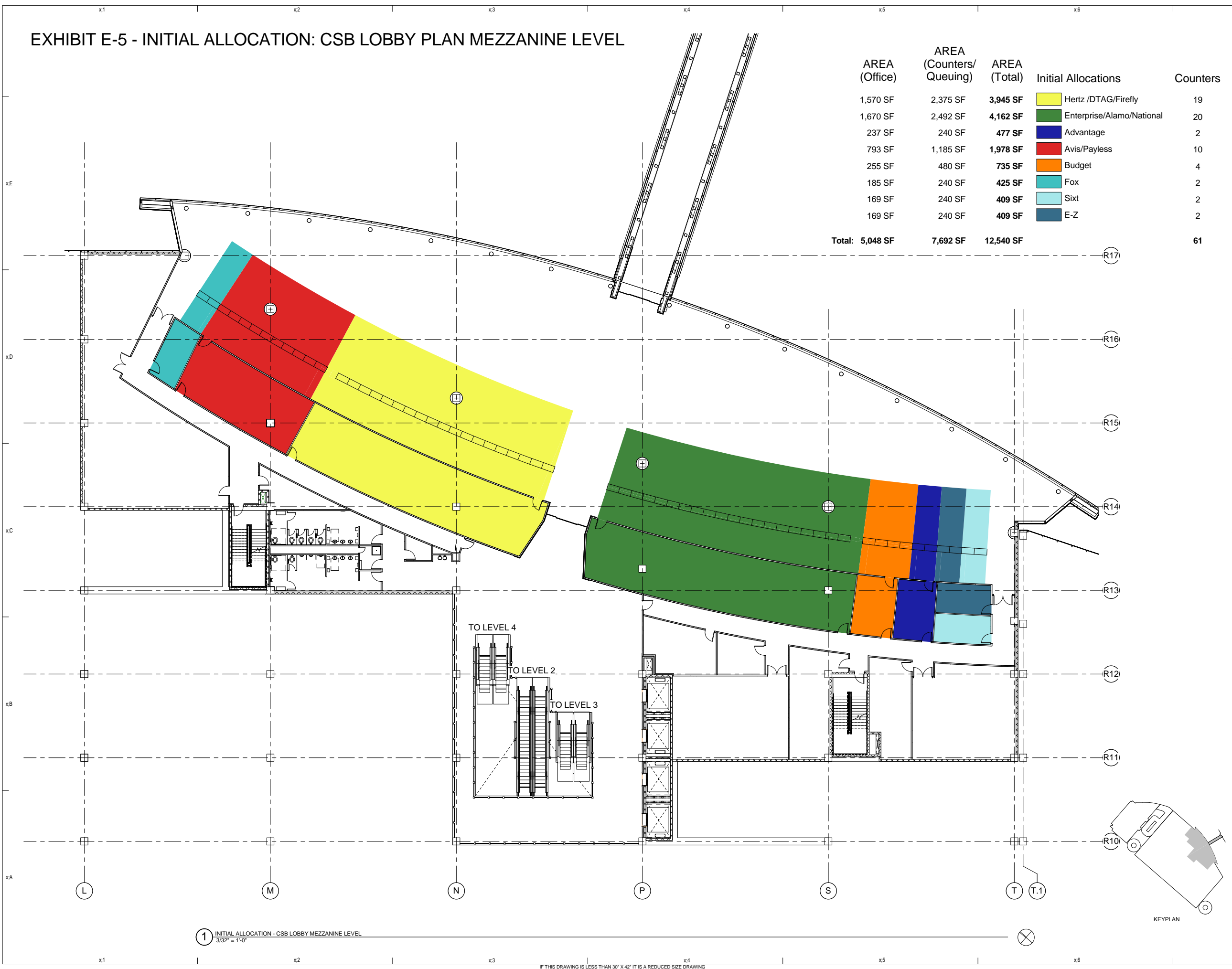
PROJ NO: 33-00079
 SCALE: 1" = 40'-0"
 DATE: 2015-05-26
 DESIGNED BY: Designer
 DRAWN BY: Author
 CHECKED BY: Checker

SHEET TITLE:
**INITIAL ALLOCATION -
 ROOF LEVEL PLAN**
 SHEET NO.
EXHIBIT E-4



1 INITIAL ALLOCATION - ROOF LEVEL PLAN
 1" = 40'-0"

EXHIBIT E-5 - INITIAL ALLOCATION: CSB LOBBY PLAN MEZZANINE LEVEL



| AREA (Office) | AREA (Counters/Queuing) | AREA (Total) | Initial Allocations | Counters |
|------------------------|-------------------------|------------------|---------------------------|-----------|
| 1,570 SF | 2,375 SF | 3,945 SF | Hertz /DTAG/Firefly | 19 |
| 1,670 SF | 2,492 SF | 4,162 SF | Enterprise/Alamo/National | 20 |
| 237 SF | 240 SF | 477 SF | Advantage | 2 |
| 793 SF | 1,185 SF | 1,978 SF | Avis/Payless | 10 |
| 255 SF | 480 SF | 735 SF | Budget | 4 |
| 185 SF | 240 SF | 425 SF | Fox | 2 |
| 169 SF | 240 SF | 409 SF | Sixt | 2 |
| 169 SF | 240 SF | 409 SF | E-Z | 2 |
| Total: 5,048 SF | 7,692 SF | 12,540 SF | | 61 |

TranSystems
 505 14TH STREET
 SUITE 1000
 OAKLAND, CA 94612

NOT FOR CONSTRUCTION

CONSULTANTS:


**SAN ANTONIO INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**
 SAN ANTONIO, TX

| REVISIONS: | MARK | DATE | DESCRIPTION |
|------------|------|------|-------------|
| | | | |
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PROJ NO: 33-00079
 SCALE: 3/32" = 1'-0"
 DATE: 2015-05-26
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SHEET TITLE:
INITIAL ALLOCATION - CSB LOBBY PLAN MEZZANINE LEVEL
 SHEET NO.
EXHIBIT E-5

5/26/2015 10:57:04 AM C:\Users\kplidger\Documents\REVIT BACKUPS\4600012815-Lesse Exhibits_kplidger.rvt

1 INITIAL ALLOCATION - CSB LOBBY MEZZANINE LEVEL
 3/32" = 1'-0"

IF THIS DRAWING IS LESS THAN 30" X 42" IT IS A REDUCED SIZE DRAWING

Exhibit F
Illustration of Ground Rent Allocation

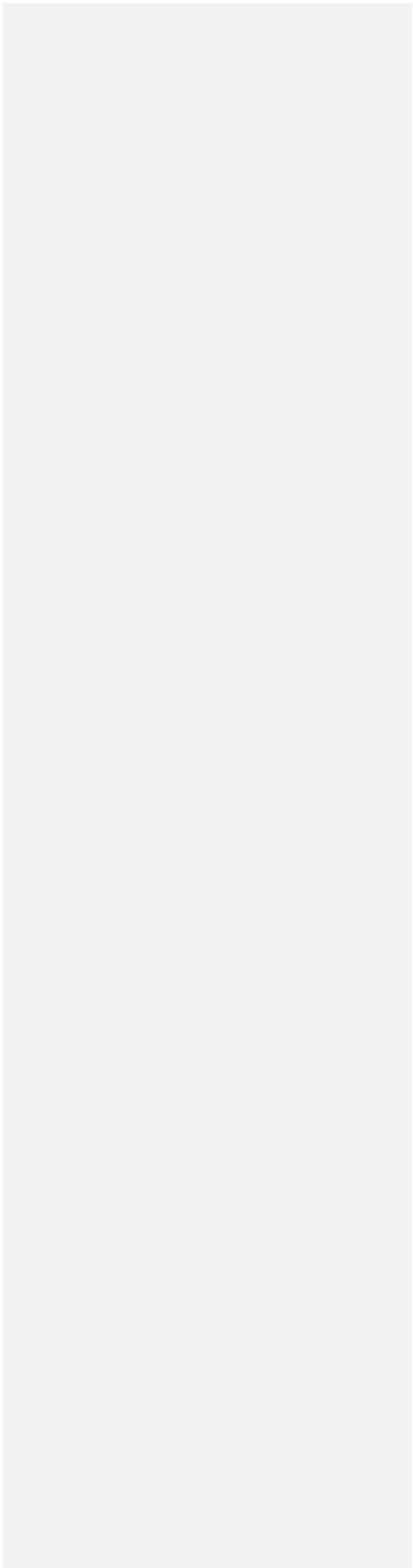


EXHIBIT F
San Antonio International Airport
Illustrative CONRAC Ground Rent Calculation

Total Ground Rent Requirement

| | |
|-------------------------------|---------------------|
| Lease Site Area | 488,275 square feet |
| Ground Rent Rate | \$1.00 |
| Total Ground Rent Requirement | <u>\$488,275.00</u> |

Ground Rent Allocation per Exhibit C

| | | |
|---------------------|------------------|---------------|
| CONRAC Area | 1,343,054 | 73.9% |
| Public Parking Area | 473,117 | 26.1% |
| | <u>1,816,171</u> | <u>100.0%</u> |

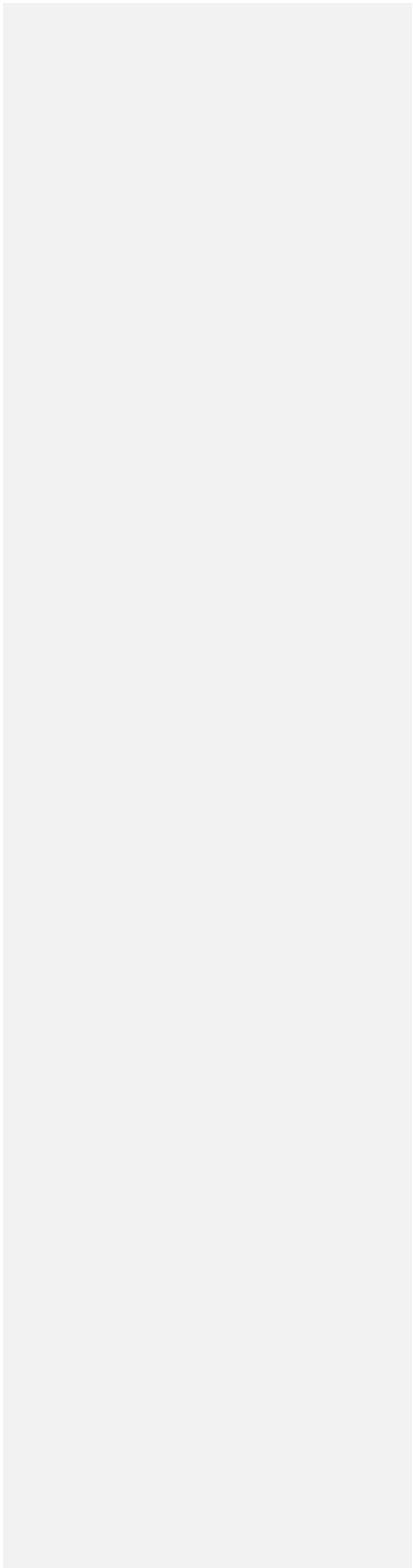
| | |
|--------------------------|---------------------|
| Total CONRAC Ground Rent | 361,078.16 |
| Total City Ground Rent | <u>127,196.84</u> |
| | <u>\$488,275.00</u> |

Operator's Ground Rent Allocation

| Square Footage of Ready/Return per Floor per Exhibit I | | | | | |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Level 1 | Level 2 | Level 3 | Level 4 | Total |
| Advantage | - | - | 17,225.00 | 2,652.00 | 19,877.00 |
| Avis/Payless | - | - | 125,226.00 | 14,985.00 | 140,211.00 |
| Budget | - | - | 35,099.00 | 5,440.00 | 40,539.00 |
| Enterprise/Alamo/National | 194,600.00 | - | - | 88,909.00 | 283,509.00 |
| E-Z | - | - | 5,489.00 | 2,620.00 | 8,109.00 |
| Fox | - | - | 5,593.00 | 2,574.00 | 8,167.00 |
| Hertz/Dollar/Thrifty | - | 194,073.00 | - | 79,774.00 | 273,847.00 |
| Sixt | - | - | 5,425.00 | 2,606.00 | 8,031.00 |
| | <u>194,600.00</u> | <u>194,073.00</u> | <u>194,057.00</u> | <u>199,560.00</u> | <u>782,290.00</u> |

| Operator's Ground Rent Allocation | | | | | | |
|--|------------|---------------|---------------|---------------|--------------|----------------------|
| | Level 1 | Level 2 | Level 3 | Level 4 | Rents | |
| | 28.0% | 28.0% | 28.0% | 16.0% | 100.0% | |
| \$ | 361,078.16 | \$ 101,101.89 | \$ 101,101.89 | \$ 101,101.89 | \$ 57,772.51 | \$ 361,078.16 |
| Advantage | 0.0% | 0.0% | 8.9% | 1.3% | \$ | 9,741.82 |
| Avis/Payless | 0.0% | 0.0% | 64.5% | 7.5% | | 69,579.73 |
| Budget | 0.0% | 0.0% | 18.1% | 2.7% | | 19,861.13 |
| Enterprise/Alamo/National | 100.0% | 0.0% | 0.0% | 44.6% | | 126,840.99 |
| E-Z | 0.0% | 0.0% | 2.8% | 1.3% | | 3,618.21 |
| Fox | 0.0% | 0.0% | 2.9% | 1.3% | | 3,659.07 |
| Hertz/Dollar/Thrifty | 0.0% | 100.0% | 0.0% | 40.0% | | 124,196.41 |
| Sixt | 0.0% | 0.0% | 2.8% | 1.3% | | 3,580.81 |
| | | | | | | <u>\$ 361,078.16</u> |

Exhibit G
Preliminary Financial Plan



**San Antonio International Airport
Consolidated Rental Car Facility
Preliminary Project Costs**

| | PARKING | CONRAC | TOTAL |
|--|--------------------------------|---------------------------------|----------------------------------|
| Cost of Work (per Turner Construction) | 25,765,836.00 24.55% | 79,175,717.00 75.45% | 104,941,553.00 100.00% |
| Balance of Turner Contract | 7,408,829.00 | 22,766,556.00 | 30,175,385.00 |
| IT and PRCS Allowance | 800,000.00 | - | 800,000.00 |
| Other Construction Costs | 551,526.57 | 1,694,783.43 | 2,246,310.00 |
| Total Design Services | 3,138,430.77 | 9,644,069.23 | 12,782,500.00 |
| Project Management - TCI | 790,362.32 | 2,428,700.68 | 3,219,063.00 |
| Inspections and Testing | 432,861.60 | 1,330,138.40 | 1,763,000.00 |
| Interim Wayfinding | - | 422,189.00 | 422,189.00 |
| Ricondo Consulting Services | 122,762.79 | 377,237.21 | 500,000.00 |
| Tenant Rep - JDA | - | 250,000.00 | 250,000.00 |
| Total | 39,010,609.05 24.83% | 118,089,390.95 75.17% | 157,100,000.00 100.00% |
| Shuttling Costs/Lost Parking Revenue | 2,086,967.46 | 6,413,032.54 | \$8,500,000 |
| Total | 41,097,576.51 | 124,502,423.49 | 165,600,000.00 |

Table 6-1: Historical and Projected Rental Car Activity and CFC Collections

(Fiscal Years Ending September 30)

| | | ACTUAL | ACTUAL | ACTUAL | PROJECTED | | | | | | | | |
|---|-----------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Growth Rate | | | | | 0.1% | 2.5% | 2.4% | 2.4% | 2.3% | 2.3% | 2.2% | 2.2% | 2.1% |
| Deplaned Passengers | [A] | 4,131,860 | 4,126,560 | 4,181,865 | 4,185,000 | 4,290,000 | 4,395,000 | 4,500,000 | 4,605,000 | 4,710,000 | 4,815,000 | 4,920,000 | 5,025,000 |
| Historical Average Ratio of Transaction Days to Deplaned Passengers ^{1/} | [B] | | | | 48.8% | 48.8% | 48.8% | 48.8% | 48.8% | 48.8% | 48.8% | 48.8% | 48.8% |
| Rental Car Transaction Days | [C] = [A] * [B] | 2,160,785 | 2,030,130 | 2,035,682 | 2,042,280 | 2,093,520 | 2,144,760 | 2,196,000 | 2,247,240 | 2,298,480 | 2,349,720 | 2,400,960 | 2,452,200 |
| CFC Rate (\$ per transaction day) ^{2/} | [D] | \$ 4.50 | \$ 4.50 | \$ 4.50 | \$4.50/\$5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$5.00/\$5.50 | \$ 5.50 | \$ 5.50 | \$ 5.50 | \$ 5.50 |
| CFC Collections ^{3/} | [E] = [C] * [D] | \$ 4,524,984 | \$ 9,140,378 | \$ 9,160,569 | \$ 9,360,450 | \$ 10,467,600 | \$ 10,723,800 | \$ 10,980,000 | \$ 11,423,470 | \$ 12,641,640 | \$ 12,923,460 | \$ 13,205,280 | \$ 13,487,100 |

Compound Annual Growth Rate of CFC Collections

| | |
|-------------|-------|
| 2012 - 2014 | 42.3% |
| 2013 - 2014 | 0.2% |
| 2014 - 2016 | 6.9% |
| 2016 - 2023 | 3.7% |
| 2013 - 2023 | 4.0% |

NOTES:

1/ Based on average ratio of transaction days to deplaned passengers for FY 2013, FY 2014, and year-to-date FY 2015 through January.

2/ CFC collections began on April 1, 2012 at a rate of \$4.50 per transaction day. The CFC rate is projected to increase to \$5.00 per transaction day on July 1, 2015 and is projected to increase to \$5.50 per transaction day on July 1, 2019. CFC remittance to the Airport for each rate increase is projected to begin one month after the proposed rate increase.

3/ CFC collections based on actual collections for FY 2012 (six months), FY 2013, and FY 2014 and are projected for FY 2015 through FY 2023 (based on deplanement projections).

SOURCES: City of San Antonio, Department of Aviation (Historical Average Ratio); Coastal Securities (CFC Rates as of May 20, 2015); InterVISTAS Consulting Inc. (Deplaned Passengers Growth Rate); Ricondo & Associates, Inc. (Projections), May 2015

PREPARED BY: Ricondo & Associates, Inc., May 2015

Table 6-2: CFC Application of Revenues

(For Fiscal Years Ending September 30)

| | PROJECTED | | | | | | | | | |
|--|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| Gross Revenues: | | | | | | | | | | |
| CFC Collections ^{1/} | \$ 2,467,755 | \$ 10,467,600 | \$ 10,723,800 | \$ 10,980,000 | \$ 11,423,470 | \$ 12,641,640 | \$ 12,923,460 | \$ 13,205,280 | \$ 13,487,100 | |
| Contingent Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Interest Income ^{2/} | \$ 33,314 | \$ 84,312 | \$ 85,862 | \$ 85,862 | \$ 85,862 | \$ 92,475 | \$ 93,392 | \$ 97,749 | \$ 98,829 | |
| Total Gross Revenues | \$ 2,501,069 | \$ 10,551,912 | \$ 10,809,662 | \$ 11,065,862 | \$ 11,509,332 | \$ 12,734,115 | \$ 13,016,852 | \$ 13,303,029 | \$ 13,585,929 | |
| Application of Gross Revenues: | | | | | | | | | | |
| Debt Service Fund | | | | | | | | | | |
| Debt Service Payments ^{3/} | \$ - | \$ 5,269,760 | \$ 5,731,461 | \$ 5,731,461 | \$ 5,731,461 | \$ 6,731,461 | \$ 6,950,361 | \$ 8,082,299 | \$ 8,327,695 | |
| Debt Service Reserve Fund | | | | | | | | | | |
| Debt Service Reserve Deposits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Debt Service Coverage Fund | | | | | | | | | | |
| Debt Service Coverage Deposits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Public Parking Area GARB Debt Fund | | | | | | | | | | |
| Debt Service Payments ^{3/} | \$ - | \$ 1,786,021 | \$ 1,942,500 | \$ 1,942,500 | \$ 1,942,500 | \$ 2,702,500 | \$ 2,704,500 | \$ 2,704,500 | \$ 2,702,500 | |
| Administrative Costs Fund | | | | | | | | | | |
| Administrative Costs | \$ - | \$ 50,000 | \$ 50,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | |
| CFC Renewal and Replacement Fund | | | | | | | | | | |
| CFC Renewal and Replacement Deposits | \$ 1,000,000 | \$ 1,000,000 | \$ 1,500,000 | \$ 2,000,000 | \$ 1,920,842 | \$ - | \$ - | \$ - | \$ - | |
| CFC Surplus Fund | | | | | | | | | | |
| CFC Surplus Deposits | \$ 1,501,069 | \$ 2,446,131 | \$ 1,585,701 | \$ 1,091,901 | \$ 1,614,529 | \$ 3,000,154 | \$ 3,061,991 | \$ 2,216,230 | \$ 2,255,734 | |
| Total Application of Gross Revenues | \$ 2,501,069 | \$ 10,551,912 | \$ 10,809,662 | \$ 11,065,862 | \$ 11,509,332 | \$ 12,734,115 | \$ 13,016,852 | \$ 13,303,029 | \$ 13,585,929 | |

NOTES:

1/ CFC collections for the first nine months of FY 2015 will be applied towards project costs. CFC collections began on April 1, 2012 at a rate of \$4.50 per transaction day. The CFC rate is projected to increase to \$5.00 per transaction day on July 1, 2015 and is projected to increase to \$5.50 per transaction day on July 1, 2019. CFC remittance to the Airport for each rate increase is projected to begin one month after the proposed rate increase.

2/ Interest rate of 0.5% on fund balances.

3/ Debt service provided by Coastal Securities; Interest only payments for first five years; adjusted to reflect additional PAYGO CFCs.

SOURCES: Coastal Securities (Debt Service), May 20, 2015; Ricondo & Associates, Inc. (Projections), May 2015

PREPARED BY: Ricondo & Associates, Inc., May 2015

Table 6-3: Series 2015 Bonds Cash Flow

(For Fiscal Years Ending September 30)

| | | PROJECTED | | | | | | | | |
|---|---|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Revenue Fund | | | | | | | | | | |
| Beginning Balance | | \$ 29,650,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deposit | CFC Collections ^{1/} | \$ 2,467,755 | \$ 10,467,600 | \$ 10,723,800 | \$ 10,980,000 | \$ 11,423,470 | \$ 12,641,640 | \$ 12,923,460 | \$ 13,205,280 | \$ 13,487,100 |
| Deposit | Contingent Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | Debt Service Fund (Interest) ^{2/} | \$ - | \$ 13,207 | \$ 14,364 | \$ 14,364 | \$ 14,364 | \$ 18,442 | \$ 19,266 | \$ 23,318 | \$ 24,311 |
| Transfer In | Debt Service Reserve Fund (Interest) ^{2/} | \$ 28,004 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 |
| Transfer In | Debt Service Coverage Fund (Interest) ^{2/} | \$ 5,311 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 |
| Transfer In | Public Parking Area GARB Debt Fund (Interest) ^{2/} | \$ - | \$ 4,476 | \$ 4,868 | \$ 4,868 | \$ 4,868 | \$ 7,404 | \$ 7,497 | \$ 7,803 | \$ 7,889 |
| Transfer Out | Construction Fund | \$ (21,150,000) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | Airport Parking Operating Funds Account | \$ (8,500,000) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | Debt Service Fund ^{3/} | \$ - | \$ (5,269,760) | \$ (5,731,461) | \$ (5,731,461) | \$ (5,731,461) | \$ (6,731,461) | \$ (6,950,361) | \$ (8,082,299) | \$ (8,327,695) |
| Transfer Out | Debt Service Reserve Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | Public Parking Area Debt Fund ^{3/} | \$ - | \$ (1,786,021) | \$ (1,942,500) | \$ (1,942,500) | \$ (1,942,500) | \$ (2,702,500) | \$ (2,704,500) | \$ (2,704,500) | \$ (2,702,500) |
| Transfer Out | Administrative Costs Fund | \$ - | \$ (50,000) | \$ (50,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) |
| Transfer Out | CFC Renewal and Replacement Fund | \$ (1,000,000) | \$ (1,000,000) | \$ (1,500,000) | \$ (2,000,000) | \$ (1,920,842) | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | CFC Surplus Fund | \$ (1,501,069) | \$ (2,446,131) | \$ (1,585,701) | \$ (1,091,901) | \$ (1,614,529) | \$ (3,000,154) | \$ (3,061,991) | \$ (2,216,230) | \$ (2,255,734) |
| Ending Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Service Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | Revenue Fund | \$ - | \$ 5,269,760 | \$ 5,731,461 | \$ 5,731,461 | \$ 5,731,461 | \$ 6,731,461 | \$ 6,950,361 | \$ 8,082,299 | \$ 8,327,695 |
| Deposit | Interest ^{4/} | \$ - | \$ 13,207 | \$ 14,364 | \$ 14,364 | \$ 14,364 | \$ 18,442 | \$ 19,266 | \$ 23,318 | \$ 24,311 |
| Transfer Out | Revenue Fund ^{2/} | \$ - | \$ (13,207) | \$ (14,364) | \$ (14,364) | \$ (14,364) | \$ (18,442) | \$ (19,266) | \$ (23,318) | \$ (24,311) |
| Payment | Debt Service ^{3/} | \$ - | \$ (5,269,760) | \$ (5,731,461) | \$ (5,731,461) | \$ (5,731,461) | \$ (6,731,461) | \$ (6,950,361) | \$ (8,082,299) | \$ (8,327,695) |
| Ending Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Service Reserve Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 |
| Deposit | Reserve Requirement | \$ 11,201,489 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deposit | Interest ^{4/} | \$ 28,004 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 | \$ 56,007 |
| Transfer Out | Construction Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | Revenue Fund ^{2/} | \$ (28,004) | \$ (56,007) | \$ (56,007) | \$ (56,007) | \$ (56,007) | \$ (56,007) | \$ (56,007) | \$ (56,007) | \$ (56,007) |
| Ending Balance | | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 | \$ 11,201,489 |
| Debt Service Coverage Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 |
| Deposit | Coverage Requirement | \$ 2,124,247 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deposit | Interest ^{4/} | \$ 5,311 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 | \$ 10,621 |
| Transfer Out | Construction Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer Out | Revenue Fund ^{2/} | \$ (5,311) | \$ (10,621) | \$ (10,621) | \$ (10,621) | \$ (10,621) | \$ (10,621) | \$ (10,621) | \$ (10,621) | \$ (10,621) |
| Ending Balance | | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 |
| Public Parking Area GARB Debt Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | Revenue Fund | \$ - | \$ 1,786,021 | \$ 1,942,500 | \$ 1,942,500 | \$ 1,942,500 | \$ 2,702,500 | \$ 2,704,500 | \$ 2,704,500 | \$ 2,702,500 |
| Deposit | Interest ^{4/} | \$ - | \$ 4,476 | \$ 4,868 | \$ 4,868 | \$ 4,868 | \$ 7,404 | \$ 7,497 | \$ 7,803 | \$ 7,889 |
| Transfer Out | Revenue Fund ^{2/} | \$ - | \$ (4,476) | \$ (4,868) | \$ (4,868) | \$ (4,868) | \$ (7,404) | \$ (7,497) | \$ (7,803) | \$ (7,889) |
| Payment | Debt Service ^{3/} | \$ - | \$ (1,786,021) | \$ (1,942,500) | \$ (1,942,500) | \$ (1,942,500) | \$ (2,702,500) | \$ (2,704,500) | \$ (2,704,500) | \$ (2,702,500) |
| Ending Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Table 6-3: Series 2015 Bonds Cash Flow

(For Fiscal Years Ending September 30)

| | | PROJECTED | | | | | | | | |
|--|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Administrative Costs Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | Revenue Fund | \$ - | \$ 50,000 | \$ 50,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 |
| Payment | Administrative Costs | \$ - | \$ (50,000) | \$ (50,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) | \$ (300,000) |
| Ending Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| CFC Renewal and Replacement Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ 1,002,500 | \$ 2,010,031 | \$ 3,523,866 | \$ 5,546,542 | \$ 7,500,000 | \$ 7,500,000 | \$ 7,500,000 | \$ 7,500,000 |
| Deposit | Bond Closing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deposit | Interest ^{4/} | \$ 2,500 | \$ 7,531 | \$ 13,835 | \$ 22,676 | \$ 32,616 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 |
| Transfer In | Revenue Fund | \$ 1,000,000 | \$ 1,000,000 | \$ 1,500,000 | \$ 2,000,000 | \$ 1,920,842 | \$ - | \$ - | \$ - | \$ - |
| Transfer In | CFC Surplus Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,290,000 | \$ 2,263,730 | \$ 1,290,000 |
| Payment | Major Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (1,290,000) | \$ (2,263,730) | \$ (1,290,000) |
| Transfer Out | CFC Surplus Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (37,500) | \$ (37,500) | \$ (37,500) | \$ (37,500) |
| Ending Balance | | \$ 1,002,500 | \$ 2,010,031 | \$ 3,523,866 | \$ 5,546,542 | \$ 7,500,000 | \$ 7,500,000 | \$ 7,500,000 | \$ 7,500,000 | \$ 7,500,000 |
| CFC Surplus Fund | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ 1,504,822 | \$ 3,958,477 | \$ 5,163,970 | \$ 5,281,691 | \$ 3,382,778 | \$ 2,851,301 | \$ 2,000,000 | \$ 2,000,000 |
| Deposit | Interest ^{4/} | \$ 3,753 | \$ 7,524 | \$ 19,792 | \$ 25,820 | \$ 26,408 | \$ 16,914 | \$ 14,257 | \$ 10,000 | \$ 10,000 |
| Transfer In | Revenue Fund | \$ 1,501,069 | \$ 2,446,131 | \$ 1,585,701 | \$ 1,091,901 | \$ 1,614,529 | \$ 3,000,154 | \$ 3,061,991 | \$ 2,216,230 | \$ 2,255,734 |
| Transfer In | CFC Renewal and Replacement Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 |
| Payment | Tenant Improvement Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ (2,000,000) | \$ (2,000,000) | \$ (2,000,000) | \$ - | \$ - |
| Payment/Transfer | Routine Maintenance Reimbursement Account | \$ - | \$ - | \$ (400,000) | \$ (1,000,000) | \$ (1,539,850) | \$ (1,586,046) | \$ (675,048) | \$ - | \$ (1,013,234) |
| Transfer Out | CFC Renewal and Replacement Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (1,290,000) | \$ (2,263,730) | \$ (1,290,000) |
| Ending Balance | | \$ 1,504,822 | \$ 3,958,477 | \$ 5,163,970 | \$ 5,281,691 | \$ 3,382,778 | \$ 2,851,301 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 |
| Routine Maintenance Reimbursement Account | | | | | | | | | | |
| Beginning Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | CFC Surplus Fund | \$ - | \$ - | \$ 400,000 | \$ 1,000,000 | \$ 1,539,850 | \$ 1,586,046 | \$ 675,048 | \$ - | \$ 1,013,234 |
| Payment | Routine Maintenance Reimbursement | \$ - | \$ - | \$ (400,000) | \$ (1,000,000) | \$ (1,539,850) | \$ (1,586,046) | \$ (675,048) | \$ - | \$ (1,013,234) |
| Ending Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Airport Parking Operating Funds Account | | | | | | | | | | |
| Beginning Balance | | \$ 8,500,000 | \$ 7,285,714 | \$ 2,428,571 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer In | CFC Surplus Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Payment | Airport Parking Operating Funds | \$ (1,214,286) | \$ (4,857,143) | \$ (2,428,571) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Ending Balance | | \$ 7,285,714 | \$ 2,428,571 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

NOTES:

- 1/ CFC collections for the first nine months of FY 2015 will be applied towards project costs. CFC collections began on April 1, 2012 at a rate of \$4.50 per transaction day. The CFC rate is projected to increase to \$5.00 per transaction day on July 1, 2015 and is projected to increase to \$5.50 per transaction day on July 1, 2019. CFC remittance to the Airport for each rate increase is projected to begin one month after the proposed rate increase.
- 2/ Interest earnings remain in the fund until requirement is satisfied and then transferred to the CONRAC Revenue Fund thereafter.
- 3/ Debt service provided by Coastal Securities; Interest only payments for first five years; adjusted to reflect additional PAYGO CFCs.
- 4/ Interest rate of 0.5% on fund balances.

SOURCES: Coastal Securities (Debt Service), May 20, 2015; Ricondo & Associates, Inc. (Projections), May 2015

PREPARED BY: Ricondo & Associates, Inc., May 2015

Table 6-4: CFC Debt Service Coverage

(For Fiscal Years Ending September 30)

| | | | PROJECTED | | | | | | | | | |
|---|-----------------------|----|-----------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|
| | | | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| Total Resources to Debt Service Coverage | | | | | | | | | | | | |
| Revenue: | | | | | | | | | | | | |
| CFC Collections ^{1/} | [A] | \$ | 2,467,755 | \$ 10,467,600 | \$ 10,723,800 | \$ 10,980,000 | \$ 11,423,470 | \$ 12,641,640 | \$ 12,923,460 | \$ 13,205,280 | \$ 13,487,100 | |
| Contingent Fees | [B] | \$ | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Interest Income ^{2/} | [C] | \$ | 33,314 | \$ 84,312 | \$ 85,862 | \$ 85,862 | \$ 85,862 | \$ 92,475 | \$ 93,392 | \$ 97,749 | \$ 98,829 | |
| Total Revenue | [D] = [A] + [B] + [C] | \$ | 2,501,069 | \$ 10,551,912 | \$ 10,809,662 | \$ 11,065,862 | \$ 11,509,332 | \$ 12,734,115 | \$ 13,016,852 | \$ 13,303,029 | \$ 13,585,929 | |
| Total Debt Service | [E] | \$ | - | \$ 5,269,760 | \$ 5,731,461 | \$ 5,731,461 | \$ 5,731,461 | \$ 6,731,461 | \$ 6,950,361 | \$ 8,082,299 | \$ 8,327,695 | |
| Debt Service Coverage - Rate Covenant | [F] = [D] / [E] | | N/A | 2.00 | 1.89 | 1.93 | 2.01 | 1.89 | 1.87 | 1.65 | 1.63 | |
| Total Resources to Debt Service Coverage | | | | | | | | | | | | |
| Debt Service Coverage Fund | [G] | \$ | 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | \$ 2,124,247 | |
| Total Resources | [H] = [D] + [G] | \$ | 4,625,317 | \$ 12,676,159 | \$ 12,933,909 | \$ 13,190,109 | \$ 13,633,579 | \$ 14,858,363 | \$ 15,141,099 | \$ 15,427,277 | \$ 15,710,176 | |
| Total Resources to Debt Service Coverage | [I] = [H] / [E] | | N/A | 2.41 | 2.26 | 2.30 | 2.38 | 2.21 | 2.18 | 1.91 | 1.89 | |

NOTES:

1/ CFC collections for the first nine months of FY 2015 will be applied towards project costs. CFC collections began on April 1, 2012 at a rate of \$4.50 per transaction day. The CFC rate is projected to increase to \$5.00 per transaction day on July 1, 2015 and is projected to increase to \$5.50 per transaction day on July 1, 2019. CFC remittance to the Airport for each rate increase is projected to begin one month after the proposed rate increase.

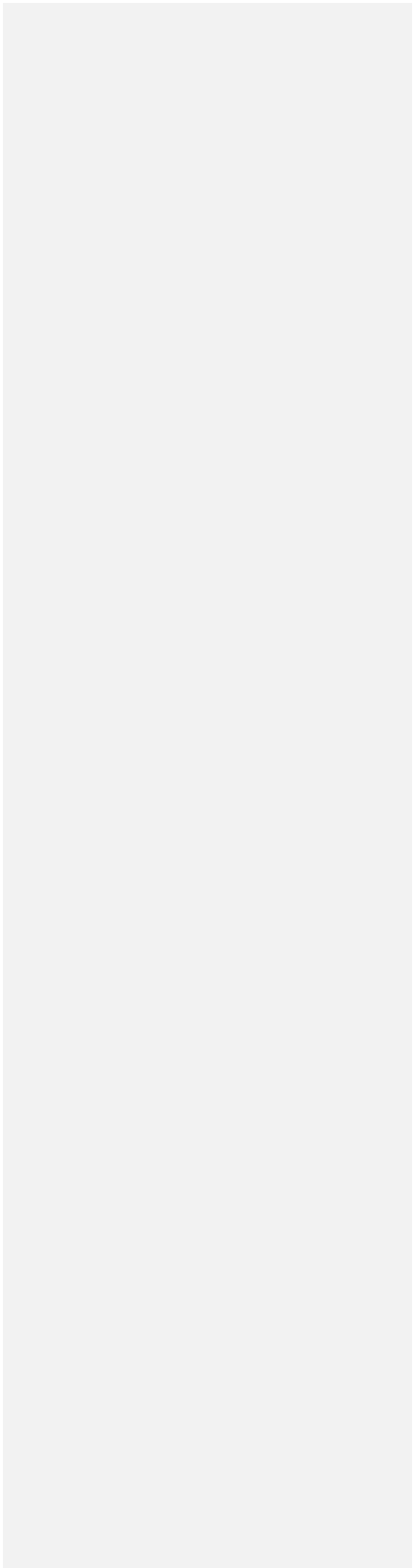
2/ Interest rate of 0.5% on fund balances.

SOURCES: Coastal Securities (Debt Service), May 20, 2015; Ricondo & Associates, Inc. (Projections), May 2015

PREPARED BY: Ricondo & Associates, Inc., May 2015

Exhibit H
Form of Payment Bond for Tenant Improvements

Exhibit I
CFC Remittance Form





City of San Antonio
Aviation Department
Monthly Customer Facility Charge Report

Rev. May 22, 2015

Concessionaire

Monthly Reporting Period

Monthly Transactions

Monthly Transaction Days @

\$ 5.00

Monthly CFC Remittance

\$ -

Prepared by: _____

Date _____

E-Mail Address _____

Phone Number _____



City of San Antonio
Aviation Department
Monthly Customer Facility Charge Report

Rev. May 22, 2015

Concessionaire

Monthly Reporting Period

| | | | |
|-----------------------------------|----|------|----------------------|
| Monthly Transactions | | | <input type="text"/> |
| Monthly Transaction Days @ Rate 1 | \$ | 4.50 | <input type="text"/> |
| CFC Remittance | | | \$ - |
| Monthly Transaction Days @ Rate 2 | \$ | 5.00 | <input type="text"/> |
| CFC Remittance | | | \$ - |
| Monthly CFC Remittance | | | \$ - |

| | |
|----------------------|--------------------|
| | |
| Prepared by: _____ | Date _____ |
| E-Mail Address _____ | Phone Number _____ |

Exhibit J
Operations Manual
[to be added as exhibit when complete]

