

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "License") is dated to be effective as of August 25, 2017 (the "Effective Date"), by and between **LIT Industrial Texas Limited Partnership**, a Delaware limited partnership ("Licensor") and **City of San Antonio**, a Texas municipal corporation ("Licensee").

RECITALS:

WHEREAS, Licensor is the owner of that certain office/warehouse building located at 5003 Stout Drive, San Antonio, TX 78219 containing approximately 189,000 rentable square feet (the "Building");

WHEREAS, Licensor and Licensee desire to enter into this License for the purpose of evidencing their mutual understanding and agreement regarding Licensee's desire to utilize the entire Building and parking areas related thereto (the "Licensed Area") to temporarily house displaced individuals, personal property, staff, volunteers and associated supplies and equipment as necessary (the "Permitted Use");

NOW THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee, each intending to be legally bound, agree as follows:

1. Grant and Use.

(a) Subject to the terms and conditions contained herein and all applicable ordinances and building codes governing Licensee's right to occupy the Licensed Area, Licensee is hereby granted a license to use the Licensed Area solely for the Permitted Use. This License creates no estate or interest in the Licensed Area or the Building, including without limitation, an easement, and shall terminate as set forth in the Paragraph 3 below.

(b) Licensee shall be responsible for compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, zoning ordinances, building codes, covenants and restrictions now or hereafter applicable to the Licensed Area and Licensee's use of the same, including without limitation, the Americans With Disabilities Act, and all Environmental Requirements as applicable to a governmental entity operating under a state Disaster Declaration (hereinafter defined)(collectively, the "Legal Requirements"). Licensee acknowledges that the Licensed Area is not designed or constructed for residences or occupancy of individuals.

(c) Licensee shall be responsible for and maintain the Licensed Area in a good and safe condition, and shall keep the same in compliance with all applicable laws, rules and regulations. Licensee shall not permit the use of the License Area by any party other than Licensee, its contractors or agents. Licensee will not commit, nor allow others to commit, any waste upon the License Area, and Licensee agrees not to use or permit the use of the License Area for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable business judgment, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building.

2. Condition of Licensed Area. Licensee accepts the Licensed Area "AS IS" in the broadest sense of the word. Licensor shall not be required to make any repairs and/or improvements to the Licensed Area. No improvements, alterations, additions or other changes shall be made to the Licensed Area. Licensor has made no representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business, and Licensee waives any implied warranty that the Licensed Area are suitable for Licensee's intended purposes.

3. Term of License. This License shall commence on the date hereof and shall expire on **September 30, 2017**. On or before the expiration of the term of this License, Licensee agrees to remove all of its personal effects from the License Area and to deliver up the License Area to Licensor in its original condition as at the date of the commencement of the term of this License, reasonable wear and

tear excepted. In the event Licensee fails to remove its equipment and personal property, then Licensee shall be deemed to have abandoned such personal property and the same shall become the property of Licensor for Licensor to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee.

4. **License Payments.** In consideration of this license, Licensee shall pay to Licensor on the date hereof the amount of \$144,798.38, which is the amount of the total License Fee for the period beginning on August 27, 2017 and ending on September 30, 2017. (the "**License Fee**"). The License Fee for a fractional calendar month shall be prorated. If any payment due under this License is not paid by the fifth (5th) day of the month, it shall be subject to a service charge of ten percent (10%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall be subject to an additional charge of ten percent (10%).

5. **Operating Expenses.** The term "**Operating Expenses**" means all costs and expenses incurred by Licensor with respect to the ownership, maintenance, and operation of the Licensed Area and the Building. During each month of the term of this License, on the same date that the License Fee is payable, Licensee shall pay Licensor an amount equal to 1/12 of the annual cost, as estimated by Licensor from time to time, of the Operating Expenses, which estimate is \$20,000 per month as of the Effective Date. Payments thereof for any fractional calendar month shall be prorated.

6. **Insurance.** Commencing on the Effective Date, Licensee, at its expense, shall obtain and maintain in full force the following insurance coverage:

7. all risk property insurance covering the full replacement cost of all property and improvements stored or placed in the Licensed Area by Licensee or for Licensee's benefit;

8. commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$2,000,000, for a total minimum combined general liability and umbrella limit of \$3,000,000 (together with such additional umbrella coverage as Licensor may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Licensor may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Licensor and Licensor's agents as additional insured's, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Licensor, not be cancelable unless thirty (30) days prior written notice shall have been given to Licensor, contain a hostile fire endorsement or amended pollution endorsement, and a contractual liability endorsement and provide primary coverage to Licensor (any policy issued to Licensor providing duplicate or similar coverage shall be deemed excess over Licensee's policies). Certificates of insurance evidencing coverage shall be delivered to Licensor by Licensee on the Effective Date. Licensee hereby waives any claims against Licensor, and its officers, directors, employees, managers, agents, invitees and contractors for any loss or damage insured against or required to be insured against hereunder (whether by self-insurance or otherwise), regardless of whether the negligence or fault of Licensor caused such loss.

9. **Indemnity.** LICENSEE AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ANY MACHINERY, EQUIPMENT, FIXTURES, AND OTHER PERSONAL PROPERTY BROUGHT ONTO THE LICENSED AREA FOLLOWING THE DATE HEREOF AND AGREES AND TO INDEMNIFY, DEFEND, AND HOLD LICENSOR HARMLESS FROM ANY LOSS OR DAMAGE TO SUCH PROPERTY, AND ALL LIABILITY, LOSS, OR DAMAGE ARISING FROM (A) ANY INJURY TO THE BUILDING OR THE PROPERTY OF LICENSOR, ITS CONTRACTORS, SUBCONTRACTORS, OR MATERIALMEN, AND ANY DEATH OR PERSONAL INJURY TO ANY PERSON OR PERSONS ARISING OUT OF LICENSEE'S ACTIVITIES ON, OR USE OF, THE LICENSED AREA AND BUILDING; AND/OR (B) FROM LICENSEE'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LICENSE, WHETHER OR NOT ANY SUCH LOSS, DAMAGE, LIABILITY, DEATH, OR PERSONAL INJURY WAS CAUSED BY LICENSOR'S NEGLIGENCE (OTHER THAN ANY LOSS ARISING FROM THE GROSS NEGLIGENCE OF LICENSOR OR ITS AGENTS). LICENSEE HEREBY AGREES THAT IT SHALL BE REQUIRED TO REPAIR ANY

DAMAGE TO THE LICENSED AREA CAUSED BY LICENSEE ITS AGENTS, EMPLOYEES, CONTRACTORS OR ANY PERSONS OCCUPYING THE LICENSED AREA.

10. **Licensors Liability.** IF LICENSOR IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LICENSE, LICENSEE SHALL LOOK SOLELY TO THE EQUITY OF LICENSOR IN AND TO THE BUILDING FOR SATISFACTION OF LICENSEE'S REMEDIES, IF ANY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSOR'S LIABILITY UNDER THE TERMS OF THIS LICENSE SHALL IN NO EVENT EXCEED THE AMOUNT OF ITS INTEREST IN AND TO THE BUILDING. IN NO EVENT SHALL ANY PARTNER OF LICENSOR OR ANY OFFICER, DIRECTOR OR SHAREHOLDER OF LICENSOR OR ANY SUCH PARTNER OF LICENSOR BE PERSONALLY LIABLE WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LICENSE.

11. **Environmental Conditions.**

(a) The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, permits, authorizations, orders, policies or other similar requirements of an governmental authority, agency or court regulating or relating to health, safety, or environmental conditions on, or under, or about the premises or the environment, including without limitation, the following: The Comprehensive Environmental Response, Compensation and Liability Act; the Resource Substance Control Act and all state and local counter parts thereto, and any common or civil law obligations including, without limitation, nuisance or trespass, and any other Legal Requirements.

(b) The term "**Hazardous Materials**" means and includes any substance, material waste, pollutant, or contaminant that is or could be regulated under any Environmental Requirement or that may adversely affect human health or the environment, including, without limitation, any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any radioactive material).

(c) Licensee shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture, dispose of, or release any Hazardous Material on or from the Premises without Licensors prior written consent. Licensee, at its sole cost and expense, shall use the Premises in strict compliance with all Environmental Requirements and all requirements of this Agreement. Licensee shall complete and certify to disclosure statements as requested by Licensors from time to time relating to Licensee's transportation, storage, use, generation, manufacture, or release of Hazardous Materials on the Premises, and Licensee shall promptly deliver to Licensors a copy of any notice of violation relating to the Premises of any Environmental Requirement.

(d) For purpose of Environmental Requirements, to the extent authorized by law, Licensee is and shall be deemed to be the responsible party, including without limitation, the "owner" and "operator" of Licensee's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Licensee, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting or produced therefrom.

(e) Licensee shall indemnify, defend, and hold Licensors harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income therefrom), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees, or expert fees and including, without limitation, removal or management of any asbestos brought into the Premises or disturbed in breach of the requirements of this Paragraph 108, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Licensors as a result of any release of Hazardous Materials or any breach of the requirements under this Paragraph 1043 by Licensee, its agents, employees, contractors, assignees or invitees,

regardless of whether Licensee had knowledge of such noncompliance. The obligations of Licensee under this Paragraph 108 shall survive any termination of this Agreement.

12. **Default.** If default shall at any time be made by Licensee with respect to any covenant, agreement or condition contained herein, and such default shall continue for a period of more than five (5) days after the date of written notice from Licensor to Licensee, excluding payment of the License Fee or Operating Expenses, for which no notice shall be required, Licensor shall have the right to terminate this License with no further obligations or liabilities on the part of Licensor. Licensor may then immediately evict Licensee upon written notice and Licensee shall immediately vacate and peaceably surrender the Licensed Area.

13. **Holdover.** If Licensee fails to vacate the Licensed Area after the termination of this License, Licensee shall be a Licensee at will or at sufferance, and Licensee shall pay, in addition to any other rent or other sums then due Licensor, a daily base rental equal to 200% of the License Fee in effect on the expiration or termination date, even if Licensor consents to such holdover (which consent shall be effective only if in writing). Licensee shall also be liable for all Operating Expenses incurred during such holdover period. In addition, Licensee shall be liable for all damages (including attorneys' fees and expenses) of whatever type (including consequential damages) incurred by Licensor as a result of such holding over.

14. **Miscellaneous.** This License is personal to Licensee and may not be assigned or transferred in any manner to any other party. If any clause or provision of the License is illegal, invalid or unenforceable under present or future laws, the remainder of this License shall not be affected thereby, and in lieu of each clause or provision of this License which is illegal, invalid or unenforceable, there shall be added as a part of this License a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

15. **Entire Agreement.** This License sets forth the entire agreement between the parties and any prior writings or conversations are merged herein and extinguished. No failure of Licensor to exercise any power given Licensor hereunder, or to insist upon strict compliance by Licensee with any obligation of Licensee hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof. No amendment, alteration or other change of this License shall be enforceable unless set forth in writing signed by both parties hereto, provided, however, that this License and any further modifications hereto shall be binding when executed and delivered by facsimile, and the parties may rely upon facsimile signature as an original execution counterpart, when received.

16. **Attorneys' Fees.** If there is any litigation between the parties to enforce or interpret any provision of this License or rights arising under this License, the unsuccessful party in the litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the successful party.

17. **Governing Law.** This License is governed by, and construed and enforced in accordance with, the laws of the State in which the Licensed Area are located.

18. **Notices.** All notices, demands, consents and requests required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand, or deposited with the United States Postal Service and sent by prepaid certified mail, return receipt requested, or deposited prepaid with a reputable national courier service and sent for next day delivery, properly addressed to the party to be notified at the address for such party set forth below their respective signature lines below

THIS TEMPORARY LICENSE AGREEMENT is dated as of the Effective Date.

[SIGNATURES FOLLOW]

Licensors:

LIT Industrial Texas Limited Partnership, a Delaware limited partnership

By: LIT-FTGP, L.L.C., a Delaware limited liability company,
its general partner

By: LIT Industrial Limited Partnership, a Delaware limited partnership,
its sole member

By: LIT Holdings GP, LLC, a Delaware limited liability company,
its sole general partner

By: Lion Industrial Properties, L.P., a Delaware limited partnership,
its sole member

By: LIT GP Sub, LLC, a Delaware limited liability company,
its sole general partner

By: Lion Industrial Trust, a Maryland real estate investment trust,
its sole member and manager

By:

Name: Andrew S. Lowe

Title: Senior Vice President

Address: LIT Industrial Texas Limited Partnership
c/o Clarion Partners
1717 McKinney Ave., Suite 1900
Dallas, Texas 75202-1236
Attention: Alejandro Cuadros

LICENSEE:

City of San Antonio, a Texas municipal corporation

By:

Name:

Title:

Date:

Notice

Address:

Erik J. Walsh

Deputy City Manager

8/27/17

100 Military Plaza