






<b>GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE</b>	<b>LEASE AMENDMENT NO. 3</b>	<b>DATE</b> 01/17/13
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO:</b> GS-07B-16972 (LTX16972)	
<b>ADDRESS OF PREMISES:</b> 9001 San Dario Ave. Laredo, TX 78045-7270		
<p>THIS AGREEMENT, made and entered into this date by and between Aldini, LLC whose address is c/o Ana Margarita Lozoya 416 Shiloh Dr Ste A2 Laredo, TX 78045-6754 hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call the Government WHEREAS, the parties hereto desire to amend the above lease.</p> <p>The purposes of this Lease Amendment Number 3 (LA-3) are to: 1) amend the address of the leased property, 2) correct the operating cost base rate, 3) clarify what is included in the operating cost base, 4) confirm that HVAC service to the LAN room is not included in the rate for overtime HVAC service, and 5) provide for negotiation of a reimbursable rate for any additional equipment that may require operation 24 hours per day seven days per week.</p>		
<p>NOW THEREFORE, These parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 9/1/2012, as follows:</p> <p>1) The address of the leased premises is 9001 San Dario Ave., Laredo, TX 78045-72700.</p> <p>2) The Base Cost of Services as established in Paragraph 1.09 of the lease was amended by Paragraph 7 of Supplemental Lease Agreement Number 1 of 9/27/2012. Therefore, Paragraph 1.09 of the lease is deleted in its entirety and replaced with the following, which includes a minor mathematical correction to Paragraph 7 of SLA-1:</p> <p><b>"1.09 OPERATING COST BASE (APR 2011)</b></p> <p>Pursuant to the clause titled "Operating Costs Adjustment" in the lease at Paragraph 2.08 of Section 2, General Terms, Conditions and Standards" the parties hereto agree that the base rate is \$11.72703 per Rentable Square Foot, or \$265,159.97 per annum."</p> <p style="text-align: center;"><i>CONTINUED ON NEXT PAGE</i></p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<b>LESSOR:</b> BY _____ IN PRESENCE OF _____ (Signature)	  (Title)	 _____ (Title)  _____
	<u>GENERAL SERVICES ADMINISTRATION</u> CONTRACTING OFFICER	

Lease Amendment

3) It is further hereby agreed and established that the base rate subject to annual CPI adjustments, in addition to the items listed in Paragraph 2.08.A. of the lease, includes the following:

All items which require maintenance, repair, or replacement as identified in Agency Special Requirements, Exhibit C, to SLA-1 of 9/27/2012, including, but not limited to additional janitorial in Paragraphs 17, 18, and 19. HVAC service to the LAN Room 24 hours per day seven days per week.

4) Paragraph 1.11 Overtime HVAC Rates (Apr 2011) is deleted in its entirety and replaced with the following:

**"1.11 Overtime HVAC Rates (Apr 2011)**

Pursuant to the lease clause titled "Overtime HVAC Usage (Apr 2011)" in Paragraph 6.05 of Section 6, Utilities, Services, and Obligations During the Lease Term" the parties hereto agree and establish that HVAC provided to the building outside the hours of 7:00 AM to 5:00 PM as stated in lease Paragraph 6.01, shall be reimbursed at the rate of \$10.61 per hour regardless of how many zones are actually operating or how many zones actually exist in the building.

This rate does not cover any areas, such as the LAN Room, which require HVAC 24 hours per day."

Pursuant to Paragraph 20 of Agency Special Requirements in SLA-1 of 9/27/2012, the facility is to operate 24 hours per day and the overtime HVAC will be approximately 118 hours per week. The 118 hours per week is also in accord with operation of Paragraphs 6.01 and 6.05.A. Therefore, according to Paragraph 1.11, the total weekly reimbursable rate for overtime HVAC is \$1,251.98.

5) The LAN room requires HVAC service 24 hours per day and the HVAC and power supplied to the LAN room is included in the Operating Cost Base in Paragraph 1.09 of the lease. The purpose of Paragraph 1.12 in the lease was to exclude the HVAC service to the LAN room from a separate charge for overtime HVAC service. It is recognized that the agency may later add equipment that requires HVAC service 24 hours per day. Therefore, Paragraph 1.12 is deleted in its entirety and replaced with the following:

**"1.12 Reimbursement for HVAC Service 24 Hours per Day**

Should the agency add equipment which requires HVAC service 24 hours per day, the additional cost will not affect the operating cost base. The Lessor will be reimbursed at an hourly rate to be negotiated at the time such equipment may be furnished and installed."

ADN, D.S.  
L'or/Govt