

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT (SLA)	SUPPLEMENTAL AGREEMENT NO. 1	DATE 9/27/2012
	TO LEASE NO GS-07B-16972	

ADDRESS OF PREMISES: 9001-9003 San Dario, Laredo, Texas 78045

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 the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease. The purpose of this Supplemental Lease Agreement is to provide the following:

- 1.) To accept the tenant improvements as substantially completed and cure deficiencies; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments percentage of occupancy and base year of property taxes; and
- 6.) To establish the adjustment for vacant space; and
- 7.) To establish the Base Costs of Services; and
- 8.) To provide for lump sum payment for the tenant improvements; and
- 9.) To document the changes to the Broker Commission and Commission Credit; and
- 10.) To establish that the lessor shall not be responsible for the maintenance of the emergency generator.
- 11.) All other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

[Redacted Signature]

PRESIDENT
Title

ALEJANDRO ARILDON NIETO
Printed Name

[Redacted Signature]

[Redacted Signature]

Ana Margarita Lozoya
Printed Name

City, State, Zip

UNITED STATES OF AMERICA

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

Contracting Officer
(Official Title)

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LTX16972
9001-9003 San Dario
Laredo, TX 78045

1.) The Government accepts the space with the exception of all required work expressed in Exhibit "C" of the lease agreement. Exhibit "A" of this Supplemental Lease Agreement depicts the Scope of Work and the agreed upon cost for the Tenant Improvements required to be completed. The Lessor is required to complete all work in Exhibit "C" of the lease agreement, which includes the Tenant Improvements listed in Exhibit "A" of this Supplemental Lease Agreement within 45 days of the award date of this lease. Paragraph 4.01(B) "Schedule for Completion of Space" in the lease agreement is hereby amended from 30 days to 45 days, which addresses the date of the completion of the work. Extensions to the completion date may be granted at the sole discretion of the Leasing Contracting Officer and rejected for any reason.

2.) The commencement date of the rental shall be September 1, 2012 and shall expire on August 31, 2022. The current lease, Lease No. LTX15610, shall terminate effective August 31, 2012 and this lease, Lease No. LTX16972, shall go into full force and effect on September 1, 2012.

3.) The office space square footage shall be 22,611 Rentable Square Feet (RSF), yielding 22,211 ANSI/BOMA Office Area (ABOA) square feet.

4.) The Government shall pay the Lessor annual rent as follows:

From September 1, 2012 through August 31, 2017 the total annual rental shall be \$658,993.69 at the rate of \$54,916.14 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$393,833.72, annual Operating Costs of \$265,159.97 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From September 1, 2017 through August 31, 2022 the total annual rent shall be \$691,829.54 at the rate of \$57,652.46 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$426,669.57, annual Operating Costs of \$265,159.97 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.


5.) The percentage of occupancy for Tax Reimbursement purposes shall be 100% (22,611 RSF / 22,611 RSF) and the new Base Year for taxes shall be the taxes in the year of 2011.


6.) The Government's adjustment for vacant space shall be a reduction of \$7.00/RSF.

7.) The Base Cost of Services (Operating Costs) for the purposes of Consumer Price Adjustments is established at \$265,159.97 ($\$265,159.97 / 22,611 \text{ RSF} = \$11.72/\text{RSF}$).

8.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements is \$140,107.73 and are attached as Exhibit "A" of this Supplemental Lease Agreement. The Lessor and the Government agree that a lump-sum payment for the total tenant improvement cost shall be made in the amount of \$140,107.73 upon completion and acceptance of the work by the Government.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0024514 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website.

Gov't Initials: 

Lessor Initials: 

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Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

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

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

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

9.) BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$54,916.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

10.) The Lessor shall not be responsible for maintenance of the emergency generator.

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

Gov't Initials: WJ

Lessor Initials: DN