GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3	
LEASE AMENDMENT	TO LEASE NO. GS-07B-17007	
ADDRESS OF PREMISES Las Canteras Business Park, Phase II Building 1 2439 Monarch Drive, Suite 1 Laredo, TX 78045-6672	PDN Number: N/A	

THIS AMENDMENT is made and entered into between Medical Loop Development, LTD

whose address is:

10410 Medical Loop, Unit 1A, Laredo, TX 78045-6672

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease and to a to provide Notice to Proceed for Tenant Improvements, provide Lump Sum payment instructions, and incorporate Exhibit G into the lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 31, 2013, as follows:

The purpose of this Supplemental Lease Agreement No. 3 is:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) To incorporate Exhibit G, Additional Security Standards ISC Level III, into the Lease
- 5.) To delete and replace paragraph 1.07; Documents Incorporated by Reference
- 6.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESS	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date: Name: Name:	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date: Date:
WITNESSED FOR THE LESSOR BY:	
Signature: Name: Title: Date:	

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings (BID/PERMIT) created by Redline Architecture design dated June 25, 2013

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

- 2.) Upon full execution and delivery of this Lease Agreement (LA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before 60 working days from the Notice to Proceed which is approximately January 30. 2014.
- 3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

 The total cost of the Tenant Improvements is \$337,545.60. This amount is comprised of \$261,199.20 of Tenant Improvement costs and \$76,346.40 of BASC costs

 The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the total Tenant Improvement costs, \$138,031.31, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$31,257.85 paid monthly in arrears in the amount of \$2,604.82. Building Specific Security Costs of \$76,346.40 will be amortized at a rate of 5.00 percent per annum for 5 years. This amount is less than what is dedicated in the lease and will be adjusted in a subsequent lease amendment.

The remaining balance of the total cost of the Tenant Improvements is \$123,167.89 [261,199.20-138,031.31] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

To submit for payment of the lump-sum-payment, 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. The invoice shall reference the number PS0027647 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. Additional assistance is available from the Finance Customer Service line at 1-800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

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

General Services Administration Attn: Kelly Krumm 819 Taylor Street, Room 5A18 Ft. Worth, Texas 76102-0181

INITIALS:

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Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

- 4.) To incorporate Exhibit G, Additional Security Standards ISC Level III, into the Lease (see attached).
- 5) Paragraph 1.07 of the Lease is hereby deleted in its entirety and replaced with the following:

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	No. of Pages	Ехнівіт
LEGAL DESCRIPTION	1	А
FLOOR PLAN(S)	1	В
PARKING PLAN(S)	1	С
Space Standards, Dated July, 2009	3	D
GSA FORM 3517B GENERAL CLAUSES	33	Е
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	F
ADDITIONAL SECURITY STANDARDS - ISC LEVEL III	3	G

6.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

LESSOR

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