

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	PAGE 1 OF 3
	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-19099

ADDRESS OF PREMISES: EMPRESA BECHARA
637 SOUTH SANTA TERESA JORNET AVE.
MAYAGUEZ, PR 00682-1301

THIS AGREEMENT, made and entered into this date by and between EMPRESA BECHARA, INC., whose physical address is: 637 SOUTH SANTA TERESA JORNET AVE., MAYAGUEZ, PR 00682-1301 and postal address is: P. O. BOX 1194, MAYAGUEZ, PR 00681-1194, hereinafter called the Lessor, and

the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties desire to amend the Lease as follows:

1. To establish the commencement date of the Lease, in accordance with Paragraph 10 of the Rider to the Lease.
2. To provide a Suite Number to the leased premises.
3. To establish the total tenant improvement costs associated with the construction build-out of the office space in accordance with Tenant Improvement Allowance established in the Rider to the Lease Paragraph 11.
4. To reduce the annual rental, during the firm term years 1 through 5, and confirm the annual rental during years 6 through 10, provided for in Paragraph 12 of the Rider to the Lease.
5. To amend the Broker Commission paragraph 7 and Commission Credit paragraph 8 of the Lease.


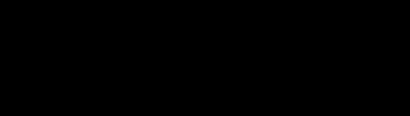
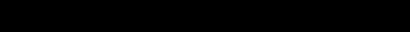

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. In accordance with Paragraph 10 of the Rider to the Lease, it is established that the commencement date of the Lease is on June 20, 2012.

(continued on Page 2)

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.

<p>FOR THE LESSOR:</p> <p>Signature:  Name: <u>Dennis Bechara</u> Title: <u>President</u> Entity Name: <u>Empresas Bechara, Inc.</u> Date: <u>August 9, 2012</u></p>	<p>FOR THE GOVERNMENT:</p> <p>Signature:  Name:  Title: <u>LEASE CONTRACTING OFFICER</u> GSA, Public Buildings Service Date: <u>8/10/2012</u></p>
<p>WITNESS</p> <p>Signature:  Name: <u>ET</u> Title: <u>CO</u> Date: <u>AU</u></p>	

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2. The Suite number in the signed Lease was omitted, the leased premises Suite number shall be 2012.
3. The Tenant Improvement (TI) cost to construct the office space is hereby established at \$123,863.55. In accordance with Paragraph 11 of the Rider to the Lease, the Lessor and the Government agree that a total tenant improvement allowance of \$123,863.55 will be amortized over the five (5) years firm term of the Lease, amortized at an interest rate of 5.0%, therefore establishing the TI rental at approximately \$28,049.49 per annum or at the rate of \$10.474046/Rentable Square Feet (RSF).
4. In Accordance with Paragraph 12 of the Rider to the Lease, the Government shall pay the Lessor annual rent as follows:
 - a. For years 1 through 5 of the Lease term the total annual rental shall be \$83,243.07 per annum, at the rate of \$6,936.92 per month or \$31.084046/RSF paid in arrears as adjusted by perating costs escalations, which annual rental includes: the amortization at an 5.00% interest rate for 5 years, of the Lessor's contribution to the TI cost of \$10.474046/RSF; and, operating costs of \$9.68/RSF. The Lessor's contribution to the TI cost will be paid in full, through the annual rental payments, during years 1 through 5.
 - b. For years 6 through 10 of the Lease term the total annual rental shall be \$55,193.58 per annum, at the rate of \$20.61/RSF or \$4,599.47 per month in arrears as adjusted by operating costs escalations, which annual rental will not include and TI amortization.
5. Paragraph 7 of the Lease is deleted and replaced as follows:

"C.B. Richard Ellis Real Estate, represented by Crown Partnership, Inc. and Realty Management Group (the Broker) is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] of the firm term value of this lease. The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 40% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission credit is [REDACTED]. The first 50% of the entire commission shall be due upon lease award and the remaining 50% less the commission credit shall be due upon the acceptance of the space by the Government. The Lessor agrees to pay the Commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease."

6. Paragraph number 8 of the Standard Form 2 is hereby deleted, and replaced with the following:

The shell rental payments due and owing under the lease shall be reduced to fully recapture the commission credit of \$6,397.91. The reduction in monthly rent shall commence with the first month and continue through the third month of the lease, as indicated in this schedule for Monthly Rent:

First Month's Rental Payment of \$6,663.76 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

Second Month's Rental Payment of \$6,663.76 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

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Third Month's Rental Payment of \$6,663.76 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

No further adjustments related to this commission credit shall be made after the third months rental payment.

7. All terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Supplemental Lease Agreement conflict with any terms and conditions of the Lease, the terms and conditions of this Supplemental Lease Agreement shall control and govern.

INITIALS: WBS & HP
LESSOR GOVT