

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-02B-19108 Bldg # PR3986ZZ

THIS AGREEMENT made and entered into this date by and between Ports Authority Commonwealth of Puerto Rico whose address is: Lindbergh Street, Isla Grande, Puerto Rico 00936-2829 and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 1,485 rentable square feet (rsf) or 1,485 ANSI/BOMA usable square feet (usf) comprised of approx. 1,369 rsf/usf located on a part of the second floor and approx. 116 rsf/usf located on part of the ground floor in a building known as Rafael Hernandez International Airport (BQN) in Aguadilla, Puerto Rico to be used for office and related purposes by [REDACTED] including nine (9) outside reserved and secured parking spaces to be located on-site and within the grounds and land areas of the BQN Airport for the use of the [REDACTED] employees, at no additional cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through _____, subject to termination and renewal rights as may be hereinafter set forth. SEE PARAGRAPH 10 OF THE RIDER.

3. The Government shall pay the Lessor annual rent of \$ _____ at the rate of \$ _____ per _____ in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to: SEE PARAGRAPH 12 OF THE RIDER.

4. The Government may terminate this lease at any time by giving at least 60 days notice in writing to the Lessor after the 5 year firm term and no rental shall accrue after the effective date of termination. Said notice shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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INITIALS:


Lessor

& 
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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

SEE RIDER TO THE LEASE.

7. The following are attached and made a part hereof:

SEE RIDER TO THE LEASE.

8. The following changes were made in this lease prior to its execution:

a.) Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 24 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written



Authority

Lcdo. Fernando J. Bonilla, Executive Director
(Title)

Leda. Magda Aguiar, General Legal Counsel
(Title)

Miguel Caliman, General Manager of Regional Airport
(Title)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY



Contracting Officer
(Official Title)

GSA form 276 (REV 11/93) GSA/PBS/2PGL

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INITIALS

[Signature]

Lessor

& CP

Govt

RIDER TO LEASE NO. GS-02B-19, 108

9. The following are attached and made a part hereof:
1. Lease Rider, containing paragraphs 9 through 24;
 2. Section 1.0, Summary, paragraphs 1.1 through 1.3;
 3. ~~Section 2.0, Award Factors, paragraphs 2.1 through 2.3 (Intentionally deleted)~~
 4. Section 3.0, Miscellaneous, paragraphs 3.1 through 3.15;
 5. Section 4.0, General Architectural, paragraphs 4.1 through 4.14;
 6. Section 5.0, Architectural Finishes, paragraphs 5.1 through 5.22;
 7. Section 6.0, Mechanical, Electrical, Plumbing, paragraphs 6.1 through 6.20;
 8. Section 7.0, Services, Utilities, Maintenance, paragraphs 7.1 through 7.10;
 9. Section 8.0, Safety and Environmental Management, paragraphs 8.1 through 8.12;
 10. Section 9.0, Lease Security Standards, paragraphs 9.1 through 9.38;
 11. Section 10.0, Special Requirements, paragraph 10.1;
 12. Attachment A- Special Requirements (POR) pages 1-124 and Security Requirements for Field Offices, pages 1 through 4.
 13. Attachment B- Document Security Notice to Prospective Bidders/Offeror
 14. General Clauses, GSA Form 3517B, paragraphs 1 through 33;
 15. Representations and Certifications, GSA Form 3518, paragraphs 1 through 7;
 17. Exhibit "A" Floor plan highlighting the demised premises.
10. The term of this Lease shall commence upon Substantial Completion of all alterations specified in this Lease and shall run for a period of ten (10) years thereafter with a five (5) year firm term. The commencement date of the Lease shall be more particularly set forth by a supplemental lease agreement.
11. The Lessor agrees to contribute a Tenant Improvement (TI) allowance of \$344,109.28 toward the cost of the TI to be provided hereunder. Upon substantial completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, the Government shall make a one time lump sum payment of up to \$262,200. The Lessor's contribution towards the balance remaining of the TI cost of \$81,909.28 will be amortized over the firm term compounded at an interest rate of 9% per annum. In the event that the TI cost is less than \$344,109.28, it is understood that the lump sum payment shall be reduced and the actual remaining TI cost balance will be amortized into the annual rent in the same manner as set forth herein. In the case that the TI cost exceeds the total TI allowance of \$344,109.28, the Government shall have the option to pay the overage by either (i) increasing the one-time lump sum payment amount, or (ii) increasing the cost to be amortized during the firm term of the lease agreement, or (iii) by reducing the TI requirements. Such additional payment(s) or rental reduction, if applicable, will be memorialized in a subsequent Supplemental Lease Agreement (SLA).

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Lessor


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12. The Government shall pay the Lessor annual rental as follows:

Approximately 1,485/rsf of office space at the rate of \$17.00/rsf for a total of \$45,619.20 annual rent or \$3,801.60 per month, plus nine (9) outside, reserved and secured parking spaces to be located on-site within the grounds and the areas of the BQN Airport at no additional cost to the Government. All rentals shall be paid in arrears.

The \$17.00/rsf cited above is composed of \$12.50/rsf triple net rate plus \$3.50/rsf for electricity service costs and \$1.00/rsf for water and sewage service. Electricity and water shall not be considered operating costs for the purposes of this lease. The price breakdown hereby stated is only for the internal purposes of the Ports Authority Commonwealth of Puerto Rico.

13. As part of the annual base rental set forth in paragraph No. 12 above, and at no additional cost to the Government, the Lessor hereby agrees to provide the following Building Shell improvements:

- a) Provide all labor and materials (including overhead, profit, design and permit costs) necessary to renovate the 2nd floor common areas including, but not limited to, the elevator lobby, building corridors, and toilet facilities. These areas shall be renovated with finishes consistent with those used in first class, modern commercial office facilities;
- b) Provide and install a new ceiling grid, tiles and lighting fixtures within the Government's premises in accordance with the specifications outlined in Paragraph 1.1, Building Shell Requirements of the Lease; and
- c) Provide and/or install any other Building Shell modifications required in order to comply with the requirements of Paragraph 1.1 and other paragraphs where Building Shell is specifically designated in the lease.

Such shell improvements shall not be considered to be part of the TI cost.

14. All services, maintenance, replacement, and utility costs are included in the rental consideration except for janitorial cleaning. The Government will contract for the janitorial services to the contractor of their choice and shall pay them directly. Services, maintenance replacement and utilities, other than janitorial services, shall be provided by the Lessor in accordance with the specifications in the lease at no additional cost to the Government and shall continue throughout the lease term.

15. If the Government vacates the premises during the lease term, the operating expenses will be reduced by \$4.50/rsf.

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16. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
17. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
18. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
19. If, during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- a) Certified copy of the deed transferring title to the property from the owner to the new Owner.
 - b) Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
 - c) Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer, provided that the Government is current on rent and all other obligations under this Lease. Lessor acknowledges that the Government pays rent one month in arrears.
 - d) The new owner's taxpayer identification number or Social Security number.
 - e) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - f) The new owner needs to provide a DUNS number.
 - g) The new owner needs to be registered in Central Contractor Registration System (CCR).

- h) The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.
20. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
21. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.
22. As part of the rental consideration, the Lessor agrees to provide nine (9) reserved parking spaces in the secured building lot at no additional cost to the Government for years 1-10. The Lessor agrees to provide nine (9) access tags for on-site reserved parking spaces for government vehicles. The cost for these parking spaces has been included in the annual rent consideration. Any replacement and/or additional access tags will be provided by the Lessor at a reasonable fee to be negotiated and included as a modification to the Lease Agreement.
23. The Government shall have access 24 hours 7 days a week to their demised premises at no additional charge.
24. For the purpose of the Operating Costs escalations in accordance with Paragraph 3.4 of the Lease, the annual base cost of services is \$4.50 per rsf / usf or \$6,682.50 per annum.

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