

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 1

DATE

7-12-2012

TO LEASE NO. LPRI9130
BUILDING NO. PR4005

ADDRESS OF PREMISES: Trigal Plaza,
Carr. #2 Esq. Expreso a Ciales
Manati, Puerto Rico 00674

THIS AGREEMENT, made and entered into this date by and between: **El Trigal Plaza Associates, S.E.**
whose address is PO Box 360372, Manati, Puerto Rico, 00936-0372

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

WHEREAS, the parties hereto desire to amend the above lease as follows: establish rent commencement and establish the total cost of the tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 30, 2012 as follows:

1. The term of the Lease shall commence May 30, 2012 and shall continue through May 29, 2022, subject to cancellation rights as specified in paragraph 4 of the Lease agreement.
2. Paragraphs 10 and 11 of the Rider to the Lease are deleted in their entirety and replaced as follows:
 - a. "10. The Lessor agrees to contribute a Tenant Improvement (TI) allowance of \$402,984.00 toward the cost of the TI to be provided hereunder. The TI will be amortized over the firm term compounded at an interest rate of 8% per annum. The actual final TI cost totals \$738,875.37. This amount includes the TI cost of \$707,345 provided on the Notice to Proceed with construction document dated 12/11/2011, and the cost of approved Change orders totalling \$31,530.37. Tenant Improvement costs of \$402,984.00 will be amortized over the 60 month Lease term at an interest rate of 8.00% per annum (\$98,052.75 per annum). The Government shall reimburse the Lessor the remaining amount in a lump sum payment of \$335,891.37, via Reimbursable Work Authorization (RWA) number N0172048 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer."

Continues on page two (2) of this Supplemental Lease Agreement Number 1.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LESSOR: El

BY

IN PRESENCE OF

Oficial

(Title)

P.O. Box 360372 San Juan, PR
(Address) 00936

SERVICES ADMINISTRATION

(Signature)

Ana M. de los Reyes, Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 1
LPR19130

"The original invoice must be submitted directly to the GSA Finance Office at the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

U.S General Services Administration
Attn: Ana M. de los Reyes, Contracting Officer
Real Estate Acquisition Division
Public Buildings Service
150 Carlos Chardon Avenue, Room 359
Hato Rey, PR 00918

A proper invoice must include the following:

- Invoice number and date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PS document number: PS0023832

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

b. "11. The Government shall pay the Lessor annual rental as follows:

A) For years 1 through 5 of the lease term, a total annual rental of \$288,391.75 (\$40.05/rsf and usf) at the rate of \$24,032.64 per month in arrears as adjusted by operating cost escalations;

B) For years 6 through 10 of the lease term a total annual rental of \$199,800.00 (\$27.75 per rentable square foot) at the rate of \$16,650.00 per month in arrears, as adjusted by operating cost escalations (i.e. in addition to accrued operating cost adjustments in years 1-5, which shall be added to the full service rent, operating expense adjustments shall continue. The base year shall be the first year of the Lease).

Rent for a lesser period shall be prorated. Rent shall be made payable to:

El Trigal Plaza Associates, S.E.
PO Box 360372
San Juan, Puerto Rico 00936"

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

INITIALS

LESSOR

GOV'T