

STANDARD FORM 2 (SF-2)
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

June 25, 2009

LEASE NO. 19148
Bldg. PR 3999ZZ

THIS LEASE, made and entered into this date by and between CTP ^{Plaza LLC} ~~Realty LTD.~~ *JCP* whose address is: Plaza Scotiabank, Suite 601, 273 Ponce De Leon Avenue, Hato Rey, Puerto Rico, 00917-1930 and whose interest in the property hereinafter described is that of the owner

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

WITNESSETH: the parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

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

A total of approximately 6,403 rentable square feet (RSF) or approximately 5,150 ANSI BOMA Office Area (ABOASF) square feet of office and related space located on part of the fifth (5th) floor in the building known and designated as Plaza Scotiabank, 273 Ponce de Leon Ave., Hato Rey, Puerto Rico 00917, as shown on the demising floor plans labeled Exhibit "A1", including parking as set forth in Paragraph 21 of the Rider to Lease. In no event shall the Government pay for more than 5,150 ABOASF.

2. The Government shall pay the Lessor annual rent of:

SEE PARAGRAPH 12 OF THE RIDER

3. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on:

SEE PARAGRAPH 8 OF THE RIDER

4. The Government may terminate this lease:

SEE PARAGRAPH 9 OF THE RIDER

CP *JCP*

5. Studley, Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating 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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in the amount of [REDACTED]. fifty percent (50%) of the commission shall be due upon the execution of the Lease, and the remaining (50%) shall be due at the lease commencement, in accordance with the Broker Commission and Commission credit to the Broker paragraph in the SFO portion 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:

First Month's rental payment \$22,239.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second Month's rental payment \$22,239.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

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

SEE RIDER TO THE LEASE

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

LESSOR - CTP REALTY LTD. PLAZA, LLC. *J*

[REDACTED]

Executive Vice President
(Title)

IN PRESENCE OF

[REDACTED]

PO BOX 362983
San Juan, PR 00936-2983
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY [REDACTED]
(Signature)

Contracting Officer
(Official Title)

Dated: _____

Plaza Scotiabank, 273 Ponce de Leon Ave., Hato Rey, Puerto Rico

7. The following are attached and made a part hereof:
 1. Lease Rider, containing paragraphs 7 through 25;
 2. Section 1.0, Summary, paragraphs 1.1 through 1.3;
 3. Section 2.0, Miscellaneous, paragraphs 2.1 through 2.16;
 4. Section 3.0, General Architecture, paragraphs 3.1 through 3.14;
 5. Section 4.0, Architectural Finishes, paragraphs 4.1 through 4.20;
 6. Section 5.0, Mechanical, Electrical, Plumbing, paragraphs 5.1 through 5.19;
 7. Section 6.0, Services, Utilities, Maintenance, paragraphs 6.1 through 6.8;
 8. Section 7.0, Safety and Environmental Management, paragraphs 7.1 through 7.12;
 9. Section 8.0, Lease Security Standards, paragraphs 8.1 through 8.17;
 10. Section 9.0, Special Requirements, paragraphs 9.1 through 9.3;
 11. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 12. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11;
 13. Document Security Notice to Prospective Bidders/Offeror; and
 14. Exhibit "A" Floor Plan showing the demised premises.
8. The term of the Lease shall commence upon completion of the leased space by the Lessor, and acceptance thereof by the Government as "substantially complete" as set forth in Paragraph 1 552.270-4- DEFINITIONS (SEP 1999) of the General Clauses. All work shall be delivered by the Lessor as substantially complete no later than one hundred and twenty (120) working days after the notice to proceed in accordance with paragraph 2.14 Construction Schedule and Acceptance of Tenant Improvements, in the SFO portion of this Lease. The Government shall inspect the leased premises within seven (7) working days of its receipt from the Lessor of a statement that the demised premises are completed and ready for occupancy. The actual commencement date shall be set forth by a Supplemental Lease Agreement to be executed by the parties hereto.
9. The Government may terminate this Lease in whole or in part at any time after the fifth (5th) year, by giving not less than ninety (90) days prior written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the third (3rd) day after the date of mailing.
10. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved layout drawings and the construction of the leased premises as required by this Lease, including, but not limited to air conditioning requirements, lighting placement, plumbing and fire and safety requirements.
11. A. The Lessor agrees to contribute a TI allowance of \$288,245.50 or \$55.97/ANSI/BOMA office area square foot (ABOASF) 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 7% per annum. In the event that the TI cost is less than \$288,245.50, it is understood that the actual TI cost balance will be amortized into the annual rent in the same manner as set forth herein. In the case that the balance of the TI cost exceeds the total TI allowance of \$288,245.50, the Government shall pay the overage by either a one-time lump sum payment or increasing the cost to be amortized during the firm term of the lease agreement. Such additional payment(s) or rental reduction, if applicable, will be memorialized in a subsequent Supplemental Lease Agreement (SLA).
12. 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 \$41.68/rentable square foot (RSF) or \$51.82/ABOASF for a total of \$266,863.74 per annum at the rate of \$22,238.65 per month in arrears as adjusted by operating costs escalations; provided, however, that the rent for the first two (2) months shall be reduced in accordance with paragraph 5 hereof. Years 1 through 5 of the

LESSOR _____

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Dated: _____

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annual rental includes \$10.70/RSF (\$68,512.10 per annum) for the amortization at an interest rate of 7.00 % per annum for the Lessor's contribution to the TI cost.

- B. For years 6 through 10 of the lease term a total annual rental of \$31.93/RSF or \$39.70 ABOASF for a total of \$204,447.84 per annum at the rate of \$17,037.32 per month plus accrued annual adjustments for operating costs escalations.
13. For the purpose of the Operating Cost Escalations, in accordance with Paragraphs 2.5 and 2.6 of the Solicitation for Offers (SFO) portion of the lease the base cost of services is \$11.48/rsf or \$14.27/ABOASF for a total annual amount of \$73,506.44 at the commencement of the Lease, which includes \$1.53/usf or \$.81/rsf for daytime cleaning.
 14. In accordance with paragraph 6.3 "Overtime Usage" of the SFO portion of the Lease, the overtime rate shall be \$150.00 per hour after normal hours of operation of 7:00 a.m. to 5:00 p.m. weekdays and 7:00 a.m. to 4:00 p.m. on Saturdays, excluding Sundays and Federal holidays for years 1-10 of this Lease agreement. Overtime service shall not be provided for less than four (4) hours during other than normal business hours, including Sundays and Federal holidays. There shall be no overtime charge for use of the Server Room which will operate 24 hours a day 7 days a week.
 15. If the Government vacates the premises in whole during years 1 through 5 of the term of the Lease, operating expenses will be reduced by \$9.77/RSF or \$12.15/ABCASF.
 16. 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 necessary labor and materials (including overhead, profit, design and permit costs) necessary to renovate the fifth (5) floor level common areas including, but not limited to, the elevator lobby, building corridors, main entrance access handicapped ramp 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, as necessary, an all new ceiling grid, tiles and parabolic lighting fixtures within the Government's premises in accordance with the specifications outlined in Paragraph 1.1, Building Shell Requirements.
 - c. Provide and/or install, as necessary, 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 improvements shall not be considered to be part of the TI cost.
 17. 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.
 18. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "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".
 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. A certified copy of the deed transferring title to the property from the owner to the new owner.
 - b. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
 - c. A letter from the Lessor waiving all rights under this Lease against the Government up to the

LESSOR _____

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Dated: _____

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- effective date of the transfer provided that the Government is current on rent and all other obligations under this Lease.
- d. The new owner's employer identification 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 fully 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 must provide a DUNS number
 - g. the new owner must be registered in the Central Contractor Registration System (CCR)

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effectuated. 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 conversion factor is deemed to be 24.3%. The percentage of building occupancy by the Government per Paragraph 2.3 of the Lease is 2.88%, based on the rentable area of the building (222,760 / 6403/RSF). In the event the Government relinquishes or requests expansion of space the percentage of occupancy will be adjusted accordingly.
- 21. As part of the rental consideration, the Lessor agrees to provide five reserved, structured parking spaces within the secured parking garage of the building, at no additional cost to the Government for years 1-10. The Lessor also agrees to provide, during the lease term, additional parking that is directly requested by any SBA employee to the extent of 32 parking spaces. Any additional parking space provided shall be paid directly to the Lessor by the SBA employee at the annual rental rate of \$1,020 per parking space throughout the lease term and shall be an obligation of the SBA employee and not the Government.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration and Lessor.