
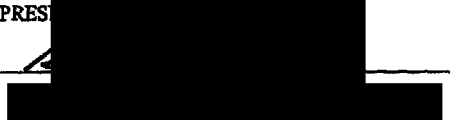



<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b></p>	<p>SUPPLEMENTAL AGREEMENT (SLA) NO. 2</p>	<p>DATE: <i>1/19/11</i></p>
<p>TO LEASE NO. GS-02B-19156</p>		
<p>ADDRESS OF PREMISES: City View Plaza II, State Road 165 Km. 1.2, Guaynabo, Puerto Rico 00968</p>		
<p><b>THIS AGREEMENT</b>, made and entered into this date by and between City View Plaza, S.E, whose address is: City View Plaza II State Road 165 Km. 1.2, Guaynabo, Puerto Rico 00968, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p><b>WHEREAS</b>, the Lessor and the Government executed the Lease on February 17, 2010 and the term of the Lease has not commenced; and <b>WHEREAS</b>, the parties hereto desire to amend the lease to provide for the expansion of the premises under lease by 1,463 rentable square feet, as provided by the Changes Clause of General Clauses of the Lease, Paragraph 33.</p> <p><b>NOW THEREFORE</b>, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p>1. As a result of the Government acquiring an additional 1,463 rentable square feet (RSF) or 1,320 ANSI/BOMA Office area square feet (USF) of contiguous office space, Paragraphs 1 and 5 of the SF2, Lease for Real Property are deleted in their entirety and replaced as follows:</p> <p>a. "1. The Lessor hereby leases to the Government the following described premises:</p> <p>A total of thirty thousand five hundred and three (30,503) rentable square feet (RSF), yielding twenty seven thousand and five hundred and twenty two (27,522) ANSI BOMA office area square feet (USF) of office and related space located on the fifth (5<sup>th</sup>) floor and part of the first (1<sup>st</sup>) floor of the building known as City View Plaza II, State Road 165 Km. 1.2, Guaynabo, Puerto Rico 00968, as shown on the demising floor plans labeled Exhibits A1 and A2, attached hereto and made a part hereto.</p> <p>b. "5. Studley, Inc (the "Broker") 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 3% of the firm term value of this lease. The total amount of the Commission is \$225,844.21. 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 51.5% of the commission that it is to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$116,309.77. The Lessor</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR</p> <p>BY </p> <p>IN PRESENCE OF </p>	<p align="center"><i>VP of General Manager</i> _____ (Title)</p> <p align="center"><i>State Road 165 Km. 1.2, Guaynabo, PR 00968</i> _____ (Address)</p>	
<p>UNITED STATES OF AMERICA</p> <p>BY </p> <p align="center">(Signature)</p>	<p align="center">Lease Contracting Officer _____ (Official Title)</p>	

GSA form 276 (REV 11/93)

LESSOR *JM* GOVERNMENT *CS*

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agrees to pay Studley, Inc., 300 Park Avenue, Third Floor, New York, NY 10022, the Commission less the Commission Credit, less \$10,000 of Commissions already paid in connection with the Lease, plus an additional amount of \$5,255.54 to be paid within 30 days following execution of this SLA #2 by the Government, for a total of \$107,554.44. No additional commissions are to be paid to Studley for this leasing transaction other than those identified in the and formally documented in a Supplemental Lease Agreement.

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 \$125,469.00 minus prorated Commission Credit of \$54,707.22 equals \$70,761.78 - adjusted first month's rent.

Second Month's rental payment \$125,469.00 minus prorated Commission Credit of \$54,707.22 equals \$70,761.78 - adjusted second month's rent."

2. Paragraphs 9, 12, 13 (A.1 and A.2), 14 and 21 of the Rider to the Lease are deleted in their entirety and replaced as follows:
  - a. "9. The Government may terminate this Lease in whole or in part at any time after the fifth (5<sup>th</sup>) year of the Lease term, 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 first (1st) day after the date of mailing. The Government may also terminate this Lease in part by returning up to 20% (6,101/RSF or 5,496/USF) of the space at any time by giving ninety (90) days prior written notice to the Lessor provided that the space to be returned is marketable. The Lessor and the Government shall review floor plans to ensure the returned space is marketable. The Government will pay for any alterations, including the demised wall that may need to take place in the remaining Government space to separate the remaining Government space from the returned space. The Lessor will pay for alterations that may need to take place in the returned space to separate the returned space from the remaining Government's space. The scope of work, exact location and amount of space returned along with the effective date shall be set forth in a Supplemental Lease Agreement to be executed by the parties hereto.
  - b. "12. The Lessor agrees to contribute a total TI allowance of \$1,283,626.08 or \$46.64/USF toward cost of the TI to be provided hereunder. The TI cost of \$1,283,626.08 will be amortized over firm term (years 1-5) compounded at an interest of 7.00% per annum. In the event that the TI cost is less than \$1,283,626.08, it is understood that the actual TI cost balance will be amortized as part of 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 \$1,283,626.08, the Government shall pay the overage to the Lessor by either a one-time lump sum payment or increasing the cost of the amortized during the firm term of the lease agreement. Such additional payment(s) or rental reduction, if applicable, will be memorialized in a subsequent SLA.";

LESSOR MS GOVERNMENT CP

**SUPPLEMENTAL LEASE AGREEMENT #2**  
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c. "13. The Government shall pay the Lessor annual rental as follows:

A.1 For years 1 through 5 of the Lease term, a total annual rental of \$49.36/RSF for a total of \$1,505,628.08 per annum, at the rate of \$125,469.00 per month, in arrears as adjusted by operating cost escalations; provided, however, that the rent for the first two months shall be reduced in accordance with Paragraph 5 of the SF 2 of the Lease. Years 1 through 5 of the annual rental includes \$10.00/RSF (\$305,016.40 per annum) for the amortization at an interest rate of 7% per annum for the Lessor's contribution to the TI cost.

A.2 For years 6 through 10, of the Lease term, a total annual rental of \$40.66/RSF for a total of \$1,240,251.98 per annum, at the rate of \$103,354.33 per month plus accrued annual adjustments for operating costs escalations.

3. "14. For the purpose of the Operating Cost Escalations, in accordance with Paragraph 2.3 of the Solicitation for Offers (SFO) portion of the lease, the base cost of services is \$13.33/RSF or \$14.77/USF, which includes a base cost of electricity of \$3.50/RSF or \$3.88/USF for a total annual amount of \$406,604.99. In the event the Government relinquishes or requests expansion of space the operating cost base will be adjusted accordingly.
4. "21 of the Rider to the Lease is modified to read: "The percentage of building occupancy by the Government per Paragraph 2.2 of the Lease is 16.61%. In the event the Government relinquishes or requests expansion of space the percentage of occupancy will be adjusted accordingly."
5. 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.

LESSOR MM GOVERNMENT CP