

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 16, 2009

LEASE NO. LPR19158

Bldg. PR4006ZZ

THIS LEASE, made and entered into this date by and between **El Dia, Inc.**
whose address is: PO Box 9067512, San Juan Puerto Rico 00909-7512;

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 considerations hereinafter mentioned, covenant and agrees as follows:

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

A total of fifty four thousand one hundred and forty two (54,142) rentable square feet (rsf), yielding fifty four thousand one hundred and forty two (54,142) ANSI BOMA Office Area Square Feet (ABOASF) of office and related space located on the ground and entire second floors of the building known and designated as END - Annex, located at #50 State Road 165, Guaynabo, Puerto Rico 00968-8024, as shown on the demising floorplans labeled Exhibit "A", attached hereto and made a part of the lease, plus along with 200 unreserved and 34 reserved parking spaces for a total amount of 234 parking spaces at no additional cost to the Government. The remaining balance of the space of 4,864/rsf or 4,864 ABOASF in the basement and 190/rsf or 190/ABOASF on the ground floor will be included as part of the leased premises at no additional cost to the Government for a total amount of 59,196/rsf or 59,196/ABOASF.

2. The Government shall pay the Lessor annual rent of:
SEE PARAGRAPH 13 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

REV (11/93) BUB

Initials:


Lessor


Government

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 [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, [redacted], to the Broker (fifty percent (50%) of the commission shall be due upon the execution of the Lease, and the remaining fifty percent (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 of \$126,511.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted first month's rent.

Second month's rental payment of \$126,511.81 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

By:

BY

[Redacted Signature]

Vice-President

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES

FEDERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Lease Contracting Officer

(Official Title)

JSS

[Signature]