

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. LRP19168 (PR4010ZZ)

ADDRESS OF PREMISES

Millennium Tower Corp.
State Road #14, Km 4.2
Third Floor
Ponce, PR 00716

THIS AGREEMENT, made and entered into this date by and between Millennium Tower Corp.

whose address is

606 Ave. Tito Castro
Suite 601
Ponce, PR 00716-0218

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

WHEREAS, the parties hereto desire to amend the above Lease to (1) establish the commencement date of the Lease; (2) provide for a one time lump sum payment for tenant improvements; (3) amend the annual rental rate; (4) correct the building number to read PR4010ZZ.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2012, as follows:

SEE ATTACHED.

All other _____ in in force and effect.

IN WITN _____ names as of the below date.

FOR THE

FOR THE GOVERNMENT:

Signature _____

Signature _____

Name: Teresa A. Garcia-Penna

Name: Carmen Hernández

Title: President

Title: Lease Contracting Officer

Entity Name: Millennium Tower Corp.

GSA Public Buildings Service

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature _____

Name: Teresa A. Garcia-Penna

Title: Administrative Assistant

Date: _____

**LEASE AMENDMENT NO. 1
LRP19168 (PR4010ZZ)**

1. The initial term of the Lease shall commence on April 1, 2012 and shall continue through March 31, 2022, subject to the termination rights set forth in Paragraph eleven (11) of the Rider to Lease.

The Government shall reimburse the Lessor in a one-time lump sum payment for the amount of \$803,095.28, which includes a Building Specific Security cost of \$250,000.00. In no event will payment be made pursuant to this Paragraph until a proper invoice is submitted by the Lessor. Upon acceptance by the Government, the following information should be submitted on a company invoice in order to process your payment:

- **Invoice Number:** Include a unique invoice number on each invoice submitted for payment.
- **Remit to name and address:** Please include your address on the invoice.
- **Cite PS number on invoice:** PS Number PS0024373.
- **Invoicing Instructions:** Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. If you are unable to process the invoices electronically, you may mail the invoices to the following address:
 - **GSA, Greater Southwest Finance Center (7BCP)**
 - **PO BOX 17181**
 - **Fort Worth Texas, TX 76102**

2. Paragraph 12 of the Rider to the Lease is deleted and replaced with:

The Lessor shall contribute a Tenant Improvement ("TI") Allowance. Such contribution has been included as part of the rental consideration to be amortized over the 5-year firm term of the lease for \$298,988.37 at an interest rate of 7.75% per annum.

3. Paragraph 13 of the Rider to the Lease is amended to read:

The Government shall pay the Lessor annual rental as follows:

For years 1-5 of the lease term, a total annual rental of \$302,566.94 per annum at the rate of \$25,213.91 per month in arrears, which annual rental includes \$8.48/rentable square feet (rsf) of operating cost, and the amortization of the Lessor's contribution to the TI cost of \$11.77/rsf for a total of \$49.25/rsf.

For years 6-10 of the lease term, a total annual rental of \$289,397.06 per annum at the rate of \$22,449.78 per month in arrears, which annual rental includes \$8.48/rsf for operating cost.

4. Paragraph 14 of the Rider to the Lease is amended to read:

The Lessor and the Broker have agreed to a cooperating lease commission of _____ of the firm term value of this lease consisting of the shell rate, parking, base year operating expenses, and amortization of tenant improvements less the commission credit to the tenant. Fifty percent (50%) of the commission shall be due at the execution of the lease, and the remaining fifty percent (50%) due at the lease commencement. Lessor shall pay the Broker no additional commissions associated with this lease transaction. The total amount of the commission is \$_____ in accordance the "Broker Commission and Commission Credit", paragraph 2.2, the Broker has agreed to forego _____ of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The

INITIALS: _____ & _____
LESSOR GOV'T

Commission Credit is [REDACTED]. The Lessor agrees to pay the balance of the Commission of [REDACTED] (Lessor paid [REDACTED] at execution which leaves a balance of [REDACTED] to be paid at lease occupancy) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 13 of this Standard Form 2, 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 \$25,213.91, of which \$14,846.31 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment \$25,213.91, of which \$14,846.31 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment \$25,213.91, of which \$14,846.31 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

5. Except as modified by this Lease Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

INITIALS: [Signature] & CW.
LESSOR & GOVT