




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT (SLA) NO. 1	DATE: 6/6/2012
SUPPLEMENTAL LEASE AGREEMENT (SLA)		TO LEASE NO. GS-02B-19170
ADDRESS OF PREMISES: San Juan Industrial Park, Road #1, Km 25.5, Quebrada Arenas Ward, San Juan, Puerto Rico 00926		
THIS AGREEMENT, made and entered into this date by and between Almazón, Inc., whose postal address is: PO Box 11406, San Juan, Puerto Rico, 00922-1406, and physical address is: Road #1, Km 25.5, Quebrada Arenas Award, San Juan, Puerto Rico, 00926; hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, (2) increase the square footage of the lease, (3) to modify the final tenant improvement costs to incorporate all change orders, (4) to reimburse the Lessor for tenant improvements which exceed the tenant improvement allowance in a lump sum payment; and		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:		
<ol style="list-style-type: none"> 1. The term of the Lease, together with the rental payments, shall commence on <u>March 1, 2012 and shall continue through February 28, 2022</u>, subject to termination rights and to the terms and conditions included in the lease. 2. As a result of the Government increasing the square footage of the lease, Paragraphs 1 and 5 of the SF2, Lease for Real Property are deleted in their entirety and replaced as follows: <ol style="list-style-type: none"> a. "1. The Lessor hereby leases to the Government the following described premises: A total of approximately 84,295 rentable square feet (RSF) or approximately 84,295/ANSI BOMA Office Area square feet (ABOASF), with 72,615 ABOASF of warehouse space offered on part of the ground floor and 11,680 ABOASF of office space offered on two levels (5,475 on ground and 6,205 on mezzanine) in the building known and designated as the Main Building at San Juan Industrial Park, Road #1, Km 25.5, Quebrada Arenas Ward, San Juan, Puerto Rico, 00926. Additionally, approximately 68,564 square feet of outdoor space for loading, parking and staging will be available at no additional cost to the Government. The premises is shown on the plans labeled Exhibit "A"." 		
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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR  By _____ (Signature)	<i>Vice President & General Manager</i> _____ (Title)	
 _____ (Address)	<i>PO BOX 11406, San Juan, PR 00922</i> _____ (Address)	
UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION		
B  _____ (Signature)	_____ Contracting Officer (Official Title)	

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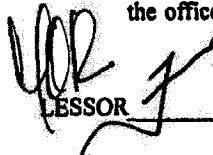

- b. "5. Studley, Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 Broker the Commission less the Commission Credit, less [REDACTED] of Commissions already paid in connection with the original Lease Contract, in the amount of [REDACTED] within 30 days following execution of this SLA #1 by the Government.

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 \$206,241.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second Month's rental payment \$206,241.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent."

- 3) Paragraphs 11, 12, 13 and 14 of the Rider to the Lease are deleted in their entirety and replaced as follows:
- a) "11. The Lessor agrees to contribute a TI allowance of \$1,178,637.25 or \$13.98/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 0% per annum. In the event that the TI cost is less than \$1,178,637.25, 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 \$1, 178,637.25, 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)."
- b) "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 \$29.36/rentable square foot (RSF) or \$29.36/ABOASF for a total of \$2,474,239.25 per annum at the rate of \$206,186.60 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 annual rental includes \$2.80/RSF (\$235,727.45 per annum) for the amortization at an interest rate of 0.00 % 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 \$24.21/RSF or \$24.21/ABOASF for a total of \$2,040,418.55 per annum at the rate of \$170,034.88 per month plus accrued annual adjustments for operating costs escalations."
- c) "13. For the purpose of the Operating Cost Escalations, in accordance with Paragraph 4.3 of the Solicitation for Offers (SFO) portion of the lease, the base cost of services is \$7.62/RSF or \$7.62/ABOASF for a total annual amount of \$642,327.90 and \$53,527.33 per month at the commencement of the Lease."
- d) "14. The operating expenses in paragraph 13 above include tenant electric, which shall be \$3.24/ABOASF, or \$273,115.80 per annum, or \$22,759.65 per month. This estimate is based providing light and power to the office space and warehouse space 10 hours per day, 5 days per week with the exception of the MRE

 LESSOR  GOVERNMENT

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(Meals Ready to Eat) storage area of approximately 7,716.53 ABOASF which will have 24/7 ventilation and air conditioning at no additional cost to the Government.

Every six months, the Lessor shall bill the Government for the overtime power used, based on the difference between the estimated consumption stated above and the actual consumption from the Puerto Rico Power Authority submeter to be installed by the Lessor, and [REDACTED] month for any underpayment. Any overpayment will be refunded to the Government in the form of a rent credit."

4) The total costs for tenant improvements is \$2,654,704.79, which includes Change Order Items #01-07 attached hereto as Exhibit "A". The Tenant Improvement Allowance is \$1,178,637.25. The tenant improvements exceed the tenant improvement allowance by \$1,476,067.54. The Government hereby orders the balance of \$1,476,067.54. *PS document # PS0023427*

5) The Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,476,067.54 via Reimbursable Work Authorization (RWA) number N1209952 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

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

General Services Administration
FTS and PBS Payment Division (7BCF)
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 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:

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

6. 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 stand govern.

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