

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

Dec. 2, 2011

LEASE NO. LPR19190
Bldg. PR3999ZZ

THIS LEASE, made and entered into this date by and between **CTP Plaza, LLC**
whose address is: 273 Ponce de Leon Avenue, San Juan, Puerto Rico 00917-1923
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 nineteen thousand seven hundred and fifty four (19,754) rentable square feet, yielding seventeen thousand one hundred and seventy eight (17,178) ANSI/BOMA Office Area square feet (ABOASF) of office and related space located on the entire 11th and partial 12th floors of the building known and designated as Scotiabank Plaza, 273 Ponce de Leon Avenue, San Juan, Puerto Rico, 00917-1293 as shown on the demising floorplans labeled Exhibit "A1", attached hereto and made a part hereof, together with five structured secured, reserved parking spaces located in the building.

2. The Government shall pay the Lessor annual rent of:
SEE PARAGRAPH 10 OF THE RIDER

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CTP Plaza, LLC
273 Ponce de Leon Avenue
San Juan, Puerto Rico 00917-1923

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

[Signature] & *[Signature]*
Lessor & Government

5) Studley, Inc. (the "Broker") is the authorized real estate broker representing the Government in connection with this lease transaction. The total amount of the commission due the Broker (the "Commission") is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the Lessor and the Broker. As described in paragraph 1.5 of the SFO portion of the lease, only [REDACTED] of the Commission will be payable to Studley, Inc. with the remaining [REDACTED], which is the "Commission Credit", credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The Lessor agrees to pay the Commission less the Commission Credit to the Broker ([REDACTED]) of the Commission shall be due upon the execution of the Lease, and the remaining [REDACTED] shall be due at the lease commencement) in accordance with paragraph 1.5 of the SFO portion of the Lease.

The shell rental payments due and owing under this lease shall be reduced to fully capture 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 \$73,025.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent;

Second month's rental payment \$73,025.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent;

NOTE: Commissions and/or Commission Credits are confidential financial information and are not for public disclosure. This information is not to be disclosed without consent of the GSA Lease Contracting Officer.

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: CTR Plaza LLC

By: C [REDACTED]

BY [REDACTED]

Executive Vice President
(Title)

IN P [REDACTED]

273 Ponce de Leon Ave. ST PR 00917
(Address)

UNITED STATES

FEDERAL SERVICES ADMINISTRATION

BY [REDACTED]

Contracting Officer
(Official Title)

RIDER TO Lease LPR 19190
██████████, San Juan, Puerto Rico

- 7) The following are attached hereto and made a part hereof:
1. Lease Rider, containing paragraphs 7 through 26;
 2. Section 1.0, Summary, paragraphs 1.1, through 1.9;
 3. Section 2.0, Utilities, Services and Lease Administration, paragraphs 2.1 through 2.13;
 4. Section 3.0, Design, Construction and Other Post Award Activities, paragraphs 3.1 through 3.13;
 5. Section 4.0, General Architecture, paragraphs 4.1 through 4.11;
 6. Section 5.0, Architectural Finishes, paragraphs 5.1 through 5.14;
 7. Section 6.0, Mechanical, Electrical, Plumbing, paragraphs 6.1 through 6.18;
 8. Section 7.0, Fire Protection, Life Safety and Environmental Issues, paragraphs 7.1 through 7.12;
 9. Section 8.0, Lease Security Standards; paragraphs 8.1 through 8.20;
 10. Section 9.0, Special Requirements; paragraphs 9.1 through 9.6;
 11. Attachment 1 - Document Security Notice to Prospective Bidders/Offerors
 12. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 13. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11;
 14. Exhibit "A1" Floor Plan highlighting 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 completed" 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 100 working days after the notice to proceed in accordance with paragraph 3.9 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 term of this Lease shall run for a period of fifteen (15) years, five (5) years firm . The Government has the right to cancel the lease at any time after the fifth year upon not less than 120 days prior written notification to the Lessor.
- 10) 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 \$44.36 per rentable square foot (RSF), or \$51.01 per ABOASF for a total of \$876,302.74 per annum at the rate of \$73,025.23 per month in arrears as adjusted by operating costs escalations; provided, however, that the rent for the first two months shall be reduced in accordance with paragraph 5 of the SF2 portion of the lease. Years 1 through 5 of the annual rental includes \$11.28 per RSF (\$222,851.62 per annum) for the amortization at an interest rate of 6% per annum for the Lessor's contribution to the tenant improvement (TI) cost.

Initials: _____
Lessor

Government

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[REDACTED], San Juan, Puerto Rico

- b) For years 6 through 10 of the lease term a total annual rental of \$33.08 per RSF, or \$38.04/ABOASF for a total of \$653,462.30 per annum at the rate of \$54,455.19 per month plus accrued annual adjustments for operating costs escalations.
- c) For years 11 through 15 of the lease term a total annual rental of \$32.90 per RSF, or \$37.83/ABOASF for a total of \$649,906.60 per annum at the rate of \$54,158.89 per month plus accrued annual adjustments for operating costs escalations.
- 11) The Lessor agrees to contribute a TI allowance of \$55.92/ABOASF for a total of \$960,593.76. The \$960,593.76 will be amortized over the firm term at a 6% interest rate, or \$222,851.62 per year. In the event that the TI cost is less than \$960,593.76 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 \$960,593.76, the Government shall pay the overage by either a one-time lump sum payment or increasing the cost to be amortized during the five year 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) 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 is \$7.74/RSF, or \$8.90/ABOASF for years 1-15, or \$152,895.96 per annum.
- 13) In accordance with paragraph 2.6 "Overtime Usage" of the SFO portion of the Lease, the overtime rate shall be \$100.00 per hour for years 1-15 of this Lease agreement for after normal building business hours of operation. Normal building hours of operation are 6:00 am to 6:00 pm Monday through Friday and 7:00 am to 4:00 pm on Saturday, excluding Federal holidays. The cost for the 24 x 7 HVAC for the LAN room shall not be considered as overtime, but instead charged at a rate of \$150.00 per month.
- 14) In accordance with paragraph 2.4 "Adjustment for Vacant Premises" of the SFO portion of the Lease, if the Government vacates the space during years 1 through 5 of the term of the Lease, operating expenses will be reduced by \$9.79/ABOASF
- 15) The percentage of building occupancy by the Government per Paragraph 2.2 of the SFO portion of the Lease is 8.88%. In the event the Government relinquishes or requests expansion of space the percentage of occupancy will be adjusted accordingly.
- 16) The Lessor also agrees to provide, during the entire lease term, five (5) structured secured, reserved parking spaces located in the building for Government vehicles at no additional cost to the Government. The Lessor also agrees to provide up to ninety one (91) employee parking spaces at the annex parking building on Mexico Street at the monthly rate of \$75.00 per space. Parking costs shall be paid directly to the Lessor by the Government employee and shall not be an obligation of the Government.

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- 17) The Lessor agrees to modify the loading dock and loading ramp, including the removal of the trash compactor and the installation of additional ramps, to allow a secure and efficient delivery of Government property.
- 18) 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.
- 19) 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".
- 20) The Lessor agrees that all work required to bring the offered space into full compliance with applicable Fire and Life Safety codes, handicap accessibility and seismic compliance will be completed at the Lessor's expense prior to the Government accepting the space as substantially completed. The Lessor shall incorporate all work into the construction improvement Schedule.
- 21) The Lessor has agreed to obtain the Energy Star Label for the building.
- 22) 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 life safety requirements.
- 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 Document Security Notice shall continue throughout the entire term of the Lease. (See Attachment 1 of Lease "Document Security Notice to Prospective Bidders/Offerors).

Initials:

Lessor

Government

