

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-02P-LPR24142
ADDRESS OF PREMISES BOULEVARD PLAZA OFFICE CENTER AVENIDA BOULEVARD NICANOR VAZQUEZ, RAMAL #3 HUMACAO, PR 00791-0246	PDN Number:

THIS AMENDMENT is made and entered into between

JOHNJAVI CORPORATION

whose address is: PO BOX 246
LAS PIEDRAS, PR 00771

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) increase the square footage of the lease; (2) adjust the annual rental; (3) adjust the broker commission and commission credit; (4) adjust the tenant improvement allowance; (5) adjust the tenant improvement fee schedule; (6) adjust the percentage of occupancy; and (7) adjust the operating cost base accordingly.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective as of the date of execution of this Lease Amendment by the Government as follows:

1. The Government hereby leases an additional 815 RSF/709 ABOSF from the Lessor. The premises, as defined in Lease paragraph 1.01 A and 1.01 B shall be modified to read as follows:

Office and Related Space: 6,103 rentable square feet (RSF), yielding 5,307 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

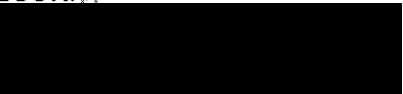
This Lease Amendment contains 3 pages, and 1 exhibit.


All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Name: Joan Z Lirio
 Title: Presidente
 Entity Name: Johnjavi Corporation
 Date: 5/14/2014

Signature: 
 Name: Michael Weger
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: June 3, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Ashley A. Lopez Velazquez
 Title: Assistant Administrator
 Date: 14/may/2014

2. The rent and other consideration, as defined in Lease paragraph 1.03 A, shall be modified to read as follows:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$119,008.50	\$123,768.84
TENANT IMPROVEMENTS RENT ²	\$ 58,539.61	\$0.00
OPERATING COSTS ³	\$ 79,827.24	\$ 79,827.24
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 10,462.17	\$ 0.00
TOTAL ANNUAL RENT	\$267,837.52	\$203,596.08

¹Shell rent (Firm Term) calculation: \$19.50 per RSF multiplied by 6,103 RSF

(Non-Firm Term) calculation: \$20.28 per RSF multiplied by 6,103 RSF

²The Tenant Improvement Allowance of \$292,698.03 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs rent calculation: \$13.08 per RSF multiplied by 6,103 RSF

⁴Building Specific Amortized Capital (BSAC) of \$52,310.85 are amortized at a rate of 0 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 5,307 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3. The broker commission and commission credit, as defined in Lease paragraph 1.04, shall be modified to read as follows:

A. **Studley (Broker) is the authorized real estate Broker** representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Studley** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly instalments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$22,319.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$22,319.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$22,319.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. The tenant improvement allowance, as defined in Lease paragraph 1.07, shall be modified to read as follows:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$55.1532 per ABOA SF based on the minimum 5,307 ABOASF requirement. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent. The total TIA is \$292,698.03.

5. The tenant improvement fee schedule, as defined in Lease paragraph 1.09, shall be modified to read as follows:

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF)	\$2.76, OR \$14,647.32 TOTAL
LESSOR'S PROJECT MANAGEMENT FEE (% OF TENANT IMPROVEMENT ALLOWANCE)	6%, OR \$17,561.88

INITIALS:


LESSOR

&


GOV'T

6. The percentage of occupancy for tax adjustment, as defined in Lease paragraph 1.10, shall be modified to read as follows:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **6.10** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **6,103** RSF by the total Building space of **100,000** RSF.

7. The operating cost base, as defined in Lease paragraph 1.12, shall be modified to read as follows:

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$13.08** per RSF (**\$79,827.24/annum**).

8. All other Lease paragraphs and subparagraphs not modified in paragraphs 1-7 of this Lease Amendment shall remain unchanged, and in full force and effect.

INITIALS:


LESSOR

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