

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-LVI19174 Building Number: VI3821
ADDRESS OF PREMISES St. Croix V.I. Sunny Isle Shopping Center Annex Pepper Tree Road Christiansted, St. Croix, USVI 00820	PDN Number:

THIS AMENDMENT is made and entered into between **Sunny Isle Developers, LLC** whose address is: Sunny Isle Professional Building, Suite 3, St. Croix 00820 hereinafter called the Lessor, and the

UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. Establish rent commencement, and the total cost of tenant improvements.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended **effective January 15, 2014** as follows:

1. The term of this Lease shall commence on **January 15, 2014** and shall continue through **January 14, 2024**, subject to the termination rights set forth in Paragraph eleven (11) of the Rider to Lease.

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2. Paragraphs 12 and 13 of the Rider to the Lease are deleted in their entirety and replaced as follows:


This Lease Amendment contains 2 page.



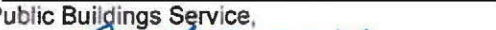
All other terms and conditions of the lease shall remain in force and effect.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Lorraine Carradell
Title: Secretary-Treasurer
Entity Name: Sunny Isle Developers
Date: April 23, 2014

Signature: 
Name: 
Title: 
GSA, Public Buildings Service,
Date: April 23, 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

- a. "12. The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$199,706.00 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor's contribution toward the TI cost shall be amortized over the 5-year firm term of the lease at an interest rate of 0% per annum (\$10.04 per rentable square foot/\$39,941.20 per annum). The actual final TI cost totals \$334,046.38 The Government shall reimburse the Lessor the remaining amount in a lump sum payment of **\$138,309.44**, via Reimbursable Work Authorization (RWA) number N0171256 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 (7BCP)
P.O Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the GSA Contracting Officer at the following address:

U.S. General Services Administration
Attn: Ana M. de los Reyes, Contracting Officer
Real Estate Acquisition Division
Public Building Service
150 Carlos Chardon Avenue, Rm. 359
Hato Rey, Puerto Rico 00918

A proper invoice must include the following:

- Invoice number and date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of items delivered
- GSA PS document number: **PS0028768**

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

- b. "13. The Government shall pay the Lessor annual rental as follow:

For years 1-5 of the lease term, total annual rental of \$161,308.66 per annum at the rate of \$13,442.39 per month, at the rate of \$44.40/USF or \$40.54/RSF, in arrears, which annual rental includes the base rate for Operating Costs specified in paragraph 16 of this Rider, plus accrued annual adjustments and \$10.04 per RSF (\$39,941.20 per annum) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in paragraph 12 of this Rider above and paragraphs 3.3, 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.

For years 6 through 10 of the lease term, total annual rental of \$127,328.00 per annum at the rate of \$10,610.67 per month, at the rate of \$35.05/USF or \$32.00/RSF, in arrears, which annual rental includes the base rate for Operating Costs specified in paragraph 16 of this Rider. This annual rental shall be subject to adjustment as set forth in paragraph 12 of this Rider above and paragraphs 3.3, 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.

3. All terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease, the terms and conditions of this Lease Amendment shall govern.

INITIALS:


LESSOR

&


GOVT