

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-02B-19182 in PR4025ZZ
ADDRESS OF PREMISES Santander Tower at San Patricio Suites #1104, #1105 & #1107 B7 Tabonuco Street Guaynabo, PR 00968-3028	PDN Number:

THIS AMENDMENT is made and entered into between CAPARRA HILLS, LLC whose address is: P.O. Box 9506, San Juan, Puerto Rico 00908-0506, 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 effective date of the expansion space for the [REDACTED] office under this Lease; (2) identify the square footage of each agency with their respective effective dates; (3) confirm the total parking provided under this Lease; (4) clarify and correct the annual rent of the non-firm term in LA #3; and (5) clarify the total annual rent, the percentage of occupancy, and the operating costs for the three units as follows:

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 **August 16, 2017** as follows:

The Government hereby accepts the expansion space of 450 Rentable Square Feet yielding 400 ANSI/BOMA Usable Square feet as substantially complete pursuant to the Lease, and hereby establishes the effective date of this expansion space for the [REDACTED] as August 16, 2017 and will continue through November 6, 2025.

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: **5,778** rentable square feet (RSF), yielding **5,147** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.12259569 percent, located on the 11th floor of the Building. [REDACTED] occupies 1,998 RSF or 1,780 ABOA SF, and [REDACTED] occupies 3,330 RSF or 2,967 ABOA SF, both effective November 7, 2015. [REDACTED] occupies 450 RSF or 400 ABOA SF effective August 16, 2017.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

A. The Lessor shall provide **28** parking spaces of which **3** shall be structured inside spaces reserved for the exclusive use of the Government, and **25** shall be inside parking spaces, all of which is at no additional cost to the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

This Lease Amendment contains 2 pages.

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:

Signature: _____
Name: Luis
Title: Vice President
Entity Name: Caparra Hills, LLC
Date: September 12, 2017

FOR THE

Signature: _____
Name: _____
Title: _____
Date: Sept 12, 2017

WITNESSED FOR

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

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, for [REDACTED], effective November 7, 2015, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$140,286.24	\$26.33	\$ 163,057.94	\$ 30.60*
TI RENT (1)	\$ 34,291.18	\$ 6.44*	\$ 34,291.18	\$ 6.44*
OPERATING COSTS (2)	\$ 46,886.40	\$ 8.80	\$ 46,886.40	\$ 8.80
TOTAL ANNUAL RENT	\$221,463.82	\$41.57*	\$ 244,235.52	\$ 45.84

(1) The Tenant Improvement Allowance is amortized at a rate of 5 percent per annum over the lease term.
 (*) These numbers are followed by decimals.
 (2) Operating costs as escalated.

The Government shall pay the Lessor annual rent, for [REDACTED], effective August 16, 2017, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 18,000.00	\$40.00	\$ 18,000.00	\$40.00
TI RENT (1)	\$ 5,087.16	\$11.30*	\$ 5,087.16	\$11.30*
OPERATING COSTS	\$ 5,287.50	\$11.75	\$ 5,287.50	\$11.75
TOTAL ANNUAL RENT	\$ 28,374.66	\$63.05*	\$ 28,374.66	\$63.05*

(1) The Tenant Improvement Allowance is amortized at a rate of 5 percent per annum from August 16, 2017 through November 6, 2025.
 (*) These numbers are followed by decimals.

The Government shall pay the Lessor annual rent, for all three (3) units, effective August 16, 2017, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$158,286.24	\$27.39*	\$ 181,057.94	\$ 31.34*
TI RENT (1)	\$ 39,378.34	\$ 6.82*	\$ 39,378.34	\$ 6.82*
OPERATING COSTS	\$ 52,173.90	\$ 9.02*	\$ 52,173.90	\$ 9.02*
TOTAL ANNUAL RENT	\$249,838.48	\$43.23*	\$ 272,610.18	\$ 47.18*

(1) The Tenant Improvement Allowance is amortized at a rate of 5 percent per annum over the lease term.
 (*) These numbers are followed by decimals.

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of award of this Lease Amendment, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **2.779 percent**. The percentage of occupancy is derived by dividing the total Government space of 5,778 RSF by the total building space of 207,844 RSF. The base year shall remain the same.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled, "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$8.80 per rentable sq. ft.** for [REDACTED] (1,998 RSF / 1,780 ABOA) and [REDACTED] (3,330 RSF / 2,967 ABOA) as escalated, and **\$11.75 per rentable sq. ft.** [REDACTED] (450 RSF / 400 ABOA).

The operating cost escalations will remain the same as in the original Lease and Lease Amendment #2 for the [REDACTED] spaces. The new base year and base cost of services for the 450 RSF / 400 ABOA expansion space begins the same date as the effective date for the [REDACTED] space which is August 16, 2017.

INITIALS:  & 
 LESSOR & GOVT