

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-19108
ADDRESS OF PREMISES PARCEL B EL BARRIO PLAYA PONCE, PR 00716	PDN Number:

THIS AMENDMENT is made and entered into between NEDA Development of PR ^{CD}

Whose address is: 39 Salisbury Street
Worcester, MA 01609

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) to have the Lessor install as part of the tenant improvement work a decorative fence, install electrical additional electrical facilities not previously contemplated in initial lease GS-02B-19108 and (2) include additional square footage at no cost to the Government (3) correct the Lessor's company Name and address.

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 November 1, 2013 as follows:

1. USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR " SUPPLEMENTAL LEASE AGREEMENT SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT".

2. The Lessor agrees to install a Decorative Fence around the perimeter area of the building as more particularly detailed in RFI #1 attached hereto and made part of this lease amendment. The government agrees to pay the Lessor the sum of [REDACTED] upon completion and acceptance of the work; and

3. The Lessor agrees to install the additional off-site electrical service required by PREPA as more particularly detailed in RFI #3 attached hereto and made a part of this lease amendment. The Government agrees to pay the Lessor the sum of \$63,525.00 (SIXTY THREE THOUSAND FIVE HUNDRED TWENTY FIVE and NO/100 Dollars) upon completion and acceptance of the work and:

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:
[REDACTED]
Signature: [REDACTED]
Name: Charles Snell
Lessor
Entity Name: NEDA Development of PR
Date: 4-3-14 CD

FOR THE GOVERNMENT:
[REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/8/14

WITNESSED FOR THE LESSOR BY:
[REDACTED]
Signature: [REDACTED]
Name: Anna Snell
Title: Mrs.
Date: 4-3-2014

4. The Parties agree the space shown on the attached Floor Plans (EXH. 1) contain an additional 1,500 Rentable (1,250 ABOA) square feet of office space. The Lessor has agreed to forebear and provide this additional space to the Government at no cost under the following conditions: (1) the Government does not change the use and utilization of the areas marked with RED hash marks on the 1st or the 2nd floors these space's are identified and to be used as a hallway/corridor. However, in the event the Government changes its use of the RED hash marked space during the lease term, the Parties agree the Lessor shall be entitled to charge rent for all 1,500 rentable square feet from that point forward through the remainder of the lease term. This is the subject of RFI #7.

5. Due to the Government's increase in electrical power requirements from 150KVA to approximately 300KVA as reflected on RFI #2 and the Governments Design Intent Drawings, the Parties agree to perform an evaluation/audit of the actual electrical usage at the end of the first year of occupancy. In the even the Parties agree the documentation from the audit demonstrates an adjustment in electrical costs is warranted, the lease will be amended to reflect an increase in the base year operating expenses and that adjusted base will be used for annual rent adjustments going forward. The Lessor shall provide all documentation requested by the Lease Contracting Officer that will help make this determination. In the event the Lease Contracting Officer agrees to increase the electricity, this portion will be reflected as an increment in the operating expense.

6. The Lessor's address is corrected as follows:

NEDA of PR
2721 Harbor Court
St. Augustine, FL 32084-2947
Fl. NJ

7. In no event shall payment be made pursuant to this paragraph until a proper invoice is submitted by the Lessor. Upon acceptance by the Government the following information shall be submitted on a company invoice in order to process your payment:

1. **Invoice number:** Include a unique invoice number on each invoice submitted for payment
2. **Remit to name and address:** please include your address on the invoice.
3. **Cite PS number on invoice:** PS0028356
4. **Invoicing instructions:** Please submit invoices electronically on the GSA Finance website at: <http://www.finance.gsa.gov>

If you are unable to submit the invoices electronically you may mail the invoices to the following address:

GSA Greater Southwest finance center (7BCP)
P.O Box 17181
Fort Worth, TX 76102-0181

-The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Carmen Hernandez
Leasing Contracting Officer
Caribbean Branch (2PRC)
Real Estate Acquisition Division
150 Chardon Avenue R. 359
Hato Rey, Puerto Rico 00918-

INITIALS: CH & CJ
LESSOR GOVT