

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

6-3-2011

TO LEASE NO. GS-02B-19131
BUILDING NO. PR4004

ADDRESS OF PREMISES: Metro Medical Center Tower A
1995 State Road #2
Bayamón, Puerto Rico 00959-2201

THIS AGREEMENT, made and entered into this date by and between Professional Facilities SMC Inc.
whose address is: P. O. Box 3685
Mayagüez, Puerto Rico 00681-0000

With physical address: Metro Medical Center
Tower A, Suite 701
1995 State Road #2
Bayamón, Puerto Rico 00959-2201

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above lease as follows: to provide for a change in Building
Number, an increase in: square footage, TI allowance, annual rent, operating costs, Broker commission credit,
percentage of occupancy, and conversion factor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease
is amended as follows:

- 1) The building number in the original lease contract is hereby changed to PR4004.
- 2) Paragraph number 1 of the Standard Form 2 is hereby deleted, and replaced with the following: "9,337 rentable square feet (RSF) of office space consisting of 8,427 ANSI/BOMA (USF) office area square feet on part of the 7th floor of the building known as the Metro Medical Center Tower A, 1995 State Road #2, Bayamón, Puerto Rico 00959-2201 (the "Building), in accordance with the attached drawings indicating the leased premises and labeled Exhibit "A" attached hereto and made a part hereof. There are 8,427 usable /9,337 rentable square feet for office space on the seventh floor. As part of this Lease, the Lessor has included twenty (20) structured parking spaces located on-site in the building's parking garage, reserved, and all at no cost to the Government.

Continues on page two (2) of this Supplemental Lease Agreement Number 1.
All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LESSOR: PROFESSIONAL FACILITIES SMC INC.

BY _____

IN _____

Project Manager

(Title)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

Ana M. de los Reyes, Contracting Officer
(Official Title)

3) Paragraph number 11 of the Rider to the Lease is hereby deleted, and replaced with the following: "The tenant improvements ("TI") shall include all work necessary to prepare the Premises for Tenant's use and occupancy as set forth herein. **The Lessor agrees to contribute a TI allowance of \$464,833.32 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the TI cost will be amortized over the 120 month Lease term together with interest at a rate of 6.25% per annum (\$46,483.33 per annum).** If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 6.25% and such adjusted amount shall constitute the annual tenant improvement rental. If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate will be increased to reflect the actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 6.25% and such adjusted amount shall constitute the annual tenant improvement rental. Notwithstanding the foregoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement."

4) Paragraph number 12 of the Rider to the Lease is hereby deleted, and replaced with the following: "The Government shall pay the Lessor annual rental as follows: For years 1 through 10 of the lease term a total annual rental of **\$440,057.94** (\$47.13/rsf and \$52.22/usf) at the rate of \$36,671.50 per month in arrears as adjusted by operating cost escalations; as adjusted by operating cost escalations (i.e. in addition to accrued operating cost adjustments, which shall be added to the fully serviced rent, operating expense adjustments shall continue. The base year shall be the first year of the Lease)."

5) Paragraph number 15 of the Rider to the Lease is hereby deleted, and replaced with the following: "The Lessor and the Government agree that this Lease shall be subject to annual Operating Cost escalations. In accordance with Paragraph 4.3 of this Lease, the base cost of services is established at \$116,525.76 or \$12.48 per RSF for years 1-10."

6) Paragraph number 7 of the Standard Form 2 is hereby deleted, and replaced with the following: "C.B. Richard Ellis Real Estate, represented by Crown Partnership, Inc. and Realty Management Group (the Broker) is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] of the firm term value of this lease. The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission credit is [REDACTED]. The first 50% of the entire commission shall be due upon lease award and the remaining 50% less the commission credit shall be due upon the acceptance of the space by the Government. The Lessor agrees to pay the Commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

7) Paragraph number 8 of the Standard Form 2 is hereby deleted, and replaced with the following: The shell rental payments due and owing under the lease shall be reduced to fully recapture this commission credit. The reduction in shell rent shall commence with the first month and continue through the second month of the lease, as indicated in this schedule for Monthly Rent:

First Month's Rental Payment of \$36,671.50 (\$21,945.31 of which is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

Second Month's Rental Payment of \$36,671.50 (\$21,945.31 of which is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Third Month's Rental Payment of \$36,671.50 (\$21,945.31 of which is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

No further adjustments related to this commission shall be made to the shell rental rate.

8) Paragraph number 18 of the Rider to the Lease is hereby deleted, and replaced with the following: "The parties agree that the "Premises" represents 5.75% Government's Percentage of Occupancy of the Building in accordance with paragraph 4.2 of the Lease. (162,279 RSF /9,337 RSF).

9) To establish the loss/conversion factor between usable and rentable square feet to be **1.1080**.