

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL  
AGREEMENT  
NO. 2

DATE  
4/18/12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-02B-19132  
BUILDING NO. PR4008

ADDRESS OF PREMISES: Ebano OfficeCenter,  
F5 Ebano Street  
Guaynabo, Puerto Rico 00966-2629

THIS AGREEMENT, made and entered into this date by and between: Caparra Center Associates, LLC,  
whose address is: Galeria San Patricio, B5 Tabonuco Street, Suite 212, Guaynabo, PR 00968, and  
whose postal address is: PO Box 9506, San Juan, PR 00980-0506

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease as follows: establish rent commencement, establish the total cost of the tenant improvements, increase annual rent, increase Broker commission credit, change the number of the property in the physical address of the building, and change the Lessor's physical and postal addresses.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 11, 2012 as follows:

1. The term of the Lease shall commence April 12, 2012 and shall continue through April 11, 2022 subject to cancellation rights as specified in the Lease agreement.
2. Paragraph 10 and 11, and 25 of the Rider to the Lease are deleted in their entirety and replaced as follows:
  - a. "10. The Lessor agrees to contribute a Tenant Improvement (TI) allowance of \$472,453.94 toward the cost of the TI to be provided hereunder. The TI will be amortized over the firm term compounded at an interest rate of 8% per annum. The actual final TI cost totals \$763,222.31. This amount includes the TI cost of \$719,446.00 provided on the Notice to Proceed with construction, and the cost of approved Change orders totalling \$43,776.31. Tenant Improvement costs of \$472,453.94 will be amortized over the 120 month Lease term at an interest rate of 8.00% per annum (\$68,786.04 per annum). The Government shall reimburse the Lessor the remaining amount in a lump sum payment of \$290,768.37, via Reimbursable Work Authorization (RWA) number N0171968 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer."

Continues on page two (2) of this Supplemental Lease Agreement Number 2.

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

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

\_\_\_\_\_  
CAPARRA CENTER ASSOCIATES, LLC.

*Exec. Vice President*  
\_\_\_\_\_  
(Title)

IN PRESENCE

B5 Tabonuco Street, Ste 212, Guaynabo, 00968  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
GENERAL SERVICES ADMINISTRATION

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

**SUPPLEMENTAL LEASE AGREEMENT NO. 2**  
**GS-02B-19132**

- b. "11. The Government shall pay the Lessor annual rental as follows: For years 1 through 5 of the lease term a total annual rental of \$488,019.22 (\$51.93 per rentable square foot) at the rate of \$40,668.27 per month in arrears as adjusted by operating cost escalations; for years 6 through 10 of the lease term a total annual rental of \$488,019.22 (\$51.93 per rentable square foot) at the rate of \$40,668.27 per month in arrears, as adjusted by operating cost escalations (i.e. in addition to accrued operating cost adjustments in years 1-5, which shall be added to the full service rent, operating expense adjustments shall continue. The base year shall be the first year of the Lease)."

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Caparra Center Associates, LLC  
K5 Ebano Street, Ebano Office Center  
Urb. San Patricio, Guaynabo, Puerto Rico, 00966

- c. "25. Jones Lang LaSalle Americas, Inc. (the Broker), acting through Hector Aponte, Kapitalwert Group as co-broker, is the authorized real estate broker representing GSA in this transaction. The Lessor and Jones Lang LaSalle 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 agreement between GSA and the Broker, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction as the Commission Credit.

The Lessor agrees the balance of Commission less the Commission Credit is to be paid as follows: Fifty percent (50%) is due and payable to Jones Lang LaSalle at lease award and the remaining 50% is payable at lease occupancy. The shell rental payments due and owing under the lease shall be reduced to fully recapture the [REDACTED] 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 \$40,668.27 (\$28,287.72 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 \$40,668.27 (\$28,287.72 of which is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

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

3. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$290,768.37 via Reimbursable Work Authorization (RWA) number N0171968 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  
Fort Worth, TX 76102-0181

INITIALS:

  
LESSOR

  
GOVT

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

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

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PS document number: PS0023836

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

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

5. K5 is hereby changed to F5 due to the Post Office giving the correct address to the Lessor.

6. Lessor's address is hereby changed to:

Caparra Center Associates, LLC.

whose physical address is: Galeria San Patricio, B5 Tabonuco Street, Suite 212, Guaynabo, PR 00968, and  
whose postal address is: PO Box 9506, San Juan, PR 00980-0506

INITIALS:

LESSOR



Handwritten signature of the Lessor, appearing to be 'M. de los Reyes', written over a horizontal line.