

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL
AGREEMENT
NO. 3

DATE
11-8-2012

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: amend the total cost of the tenant improvement allowance as stipulated in SLA number 2 and adjust the rental rate accordingly, establish a one time lump sum payment to the Lessor, and decrease the Broker commission credit.

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. Paragraph 2 of the Supplemental Lease Agreement number 2 is deleted in their entirety and replaced as follows:
 - a. "10. 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. The Government has reimbursed the Lessor the amount of \$290,768.37 in a one time lump sum payment (Reimbursable Work Authorization number (RWA) N0171968). The Government will reimburse the Lessor the amount of \$23,001.03 in a one time lump sum payment (RWA number N0171968 as amended) after receipt of an original invoice. The Lessor agrees to contribute a Tenant Improvement (TI) allowance of \$449,452.91 toward the cost of the TI to be amortized over the 120 month lease term compounded at an interest rate of 8% or \$65,437.25 per annum.

Continues on page two (2) of this Supplemental Lease Agreement Number 3.

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:CAPARRA CENTER ASSOCIATES, LLC.

BY

IN PRESENCE

Exec Vice President
(Title)

(Address)

UNITED STATES OF AMERICA, 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 10 of the lease term a total annual rental of \$484,670.43 (\$51.58 per rentable square foot) at the rate of \$40,389.20 per month in arrears as adjusted by operating cost escalations; (i.e. in addition to accrued operating cost adjustments in years 1-10, 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
Galeria San Patricio, Suite 212
B5 Tabonuco Street
Guaynabo, PR 00968

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 ~~_____~~ of the firm term value of this lease. The total amount of the Commission is \$~~_____~~. 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 ~~3%~~ 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 \$~~_____~~ 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 \$40,389.20 (\$28,287.72 of which is Shell rent) minus prorated Commission Credit of \$~~_____~~ equals \$~~_____~~ as the adjusted First Month's Rent.

Second Month's Rental Payment of \$40,389.20 (\$28,287.72 of which is Shell rent) minus prorated Commission Credit of \$~~_____~~ equals \$~~_____~~ as the adjusted Second Month's Rent.

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

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

- d. The Government will reimburse the Lessor the amount of \$23,001.03 in a one time lump sum payment upon receipt of an original invoice."

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

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: PS0025018.

The invoice must be submitted on company letterhead.

2. 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.

INITIALS:



LESSOR



GOVT