

**From:** [Hausherr, Mark D.CTR \(USA\)](#)  
**To:** [Rhonda Hayes](#)  
**Subject:** Puerto Rico  
**Date:** Thursday, January 31, 2019 12:14:21 PM  
**Attachments:** [5\(3\). Support Lease - Fort Buchanan \(Bayamon\), dated 8-11-11.PDF](#)  
[5\(2\). Material Support Lease - Fort Buchanan \(Guaynabo\), dated 8-11-11.PDF](#)

---

In addition to having to put it on a support lease (like Hawaii), below is our lease Whereas clause on it and the Group B support leases. We also had to record a copy of the memo of lease in Spanish. Running to a meeting but wanted to get you docs soonest

f. One portion of the Project located at Fort Buchanan is situated within Guaynabo, Puerto Rico (the "Guaynabo Parcel") and one portion of the Project located at Fort Buchanan is situated within Bayamon, Puerto Rico (the "Bayamon Parcel"; and together with the Guaynabo Parcel, collectively, the "Buchanan Parcel"). With respect to the Guaynabo Parcel, the Lessor and the Lessee also have entered into that certain Department of the Army PAL Support Lease DACA65-01-11-0055 dated as of the 2011 Effective Date (the "Guaynabo Lease"). With respect to the Bayamon Parcel, the Lessor and the Lessee also have entered into that certain Department of the Army PAL Support Lease DACA65-01-11-0056 dated as of the 2011 Effective Date (the "Bayamon Lease"; together with the Guaynabo Lease, collectively, the "Buchanan Leases"). The Parties acknowledge and agree that:

- (1) the Guaynabo Lease has been entered into solely for the purposes of (a) creating a leasehold estate of record and recording such Guaynabo Lease with the registrar of Guaynabo, Puerto Rico and (b) permitting a Mortgage encumbering the Lessee's interest in the Guaynabo Parcel to be recorded with the registrar of Guaynabo, Puerto Rico;
- (2) the Bayamon Lease has been entered into solely for the purposes of (a) creating a leasehold estate of record and recording such Bayamon Lease with the registrar of Bayamon, Puerto Rico and (b) permitting a Mortgage encumbering the Lessee's interest in the Bayamon Parcel to be recorded with the registrar of Bayamon, Puerto Rico;
- (3) notwithstanding anything to the contrary provided in the Buchanan Leases, in the event of a conflict between any of the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of this Lease and any of the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of either of the Buchanan Leases, the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of this Lease shall be controlling;
- (4) in furtherance of the above, any Noncompliance, Default, Termination Default or Personal Default hereunder by either Party shall constitute Noncompliance, Default, Termination Default or Personal Default under the Buchanan Leases;
- (5) all rights and remedies afforded to Mortgagees under this Lease are also expressly afforded to Mortgagees with respect to the Guaynabo Parcel under the Guaynabo Lease and the Bayamon Parcel under the Bayamon Lease; and
- (6) upon the expiration of the Buchanan Leases or the expiration or earlier termination of this Lease or the return by the Lessee to the Lessor of the Buchanan Parcel and the Improvements located thereon, (a) each of the Lessor and the Lessee covenants and agrees that it shall execute a termination of the Guaynabo Lease, in recordable form, which termination shall be recorded with the registrar of Guaynabo, Puerto Rico and a termination of the Bayamon Lease, in recordable form, which termination shall be recorded with the registrar of Bayamon, Puerto Rico and (b) the Lessee covenants and agrees to return the Buchanan Parcel and Improvements located thereon to the Lessor in accordance with Condition 41.d. below.

g. The Lessor acknowledges and agrees that while Hunter Army Airfield is a Group C Installation for purposes of the Privatization of Army Lodging (PAL) program, and certain real property at Hunter Army Airfield was demised to the Lessee as of the 2013A Effective Date under a short-term support lease, the 2013B HAAF Parcels were not included as part of the Site in this Lease as of the 2013A Effective Date. The Lessor further acknowledges and agrees that while Fort Lee and Fort Benning are both Group C Installations for purposes of the Privatization of Army Lodging (PAL) program, the Fort Benning Parcels and the Fort Lee Parcels were not included as part of the Site in this Lease as of the 2013A Effective Date. Subsequent to the 2013A Effective Date, the 2013B HAAF Parcels became incorporated into the Site by Supplemental Agreement No. 1 to the Second A&R Lease, effective as of the 2013B Effective Date. The Fort Lee Parcels and the Fort Benning Parcels are herein incorporated into the Site by this Lease as of the 2015 Effective Date.

h. A cumulative record of the changes (i.e., both additions or deletions) made to the premises demised under the Original Leases, the First A&R PAL Lease, the Second A&R PAL Lease, and this Lease, as it shall hereinafter be

further amended and/or amended and restated shall be contained within Exhibit N (the "Footprint Changes").

Mark Hausherr

Advisor, Privatization of Army Lodging (PAL) Program

O: 703-697-3832

M: 410-952-2161

mark.d.hausherr.ctr@mail.mil