

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-02288
LEASE AMENDMENT	
ADDRESS OF PREMISES 91-329 KAUHI STREET, UNIT 100 KAPOLEI, HAWAII 96707-1818	PDN Number:

THIS AMENDMENT is made and entered into between

whose address is: HAWAII MMGD LLC
TWO NEWTON PLACE
255 WASHINGTON STREET, SUITE 300
NEWTON, MA 02458-1634

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 correct the ANSI/BOMA Office Area square feet; revise the total annual rent; revise the Tenant Improvement Allowance; issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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 upon execution by the Government as follows:


Paragraph 1, 10, 17, Exhibit A, and Exhibit B are hereby deleted in their entirety and the following Paragraph 1, 10, 17, Exhibit A, and Exhibit B are substituted therefore. Paragraphs 27, 28, 29, and Exhibit C are hereby added.

1. The Lessor hereby leases to the Government the following described premises: 12,300 rentable square foot (r.s.f.), yielding approximately 12,066 ANSI/BOMA Office Area square feet, together with a total of 4,500 usable square feet of fenced wareyard, and related space located on the 1st Floor (Suite 100) at the 91-329, Kauhi Street; Unit 100, Kapolei, Hawaii 96707, together with 25 onsite surface reserved and secured parking spaces, as depicted on the attached Floor Plan (Exhibit A) (the "Premises") and on the attached Site Plan (Exhibit B), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.


This Lease Amendment contains 3 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:

Signature: 
Name: _____
Title: Senior Vice President
Entity Name: Hawaii MMGD LLC
Date: 2/5/13

FOR THE GOVERNMENT:

Signature: 
Name: Lawrence C. Decker
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: FEB 12 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: 2/5/13

10. The Government shall pay the Lessor annual rent as follows:

For months 1 through 120, annual rent of **\$309,533.36** at the rate of \$25,794.45 per month in arrears.
For months 121 through 180, annual rent of **\$315,003.00** at the rate of \$26,250.25 per month in arrears.
Rent for a lesser period shall be prorated. Rent shall be payable to:

HAWAII MMDG LLC
c/o REIT MANAGEMENT & RESEARCH LLC
P.O. BOX 1300
MAILCODE 61024
HONOLULU, HI 96807-1300

17. TENANT IMPROVEMENT ALLOWANCE

The maximum Tenant Improvement allowance is **\$379,503.52** or \$31.452305 per ANSI/BOMA Office Area (ABOA) square foot. The Tenant Improvement Allowance shall be amortized over the 10 year firm term of the lease agreement at an interest rate (amortization rate) of 10 % per year. A regional pricing deviation was approved in December 14, 2012 to increase this allowance to Tier 6.

27. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby Issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed **\$486,589.49**, inclusive of all management and architectural fees, depicted on Exhibit C attached hereto.

28. The total cost for Tenant Improvements in the amount of **\$486,589.49** exceeds the tenant improvement allowance of **\$379,503.52**, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$107,085.97**. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.11F of the Solicitation for Offers, incorporated and made a part of the Lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$107,085.97** pursuant to Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.

29. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$107,085.97** shall be submitted via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Acquisition Division
Attention: Lawrence C. Becker
401 West "A" Street, Suite 2075
San Diego, CA 92101

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
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the Invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.
All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: DM & LB
LESSOR GOV'T